



# **AGENDA**

## **REGULAR MEETING**

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## **CLAYTON CITY COUNCIL**

\* \* \*

**TUESDAY, October 6, 2020**

**7:00 P.M.**

### **\*\*\* NEW LOCATION\*\*\***

*To protect our residents, officials, and staff, and aligned with the Governor's executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.*

**Mayor:** Julie K. Pierce  
**Vice Mayor:** Jeff Wan

#### **Council Members**

Tuija Catalano  
Jim Diaz  
Carl Wolfe

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at [www.ci.clayton.ca.us](http://www.ci.clayton.ca.us)
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at [www.ci.clayton.ca.us](http://www.ci.clayton.ca.us)
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at [www.ci.clayton.ca.us](http://www.ci.clayton.ca.us)
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

## Instructions for Virtual City Council Meeting – October 6

To protect our residents, officials, and staff, and aligned with the Governor’s executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register:

[https://us02web.zoom.us/webinar/register/WN\\_8HF1fp4OTkOe8pBgW7LSHQ](https://us02web.zoom.us/webinar/register/WN_8HF1fp4OTkOe8pBgW7LSHQ)

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click “Register”, which will approve your registration and a new URL to join the meeting will appear.

**Phone-in:** Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID* and *Password* found in the e-mail.

**E-mail Public Comments:** If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at [jcalderon@ci.clayton.ca.us](mailto:jcalderon@ci.clayton.ca.us) by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

For those who choose to attend the meeting via videoconferencing or telephone shall have 3 minutes for public comments.

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### Location:

Videoconferencing Meeting (this meeting via teleconferencing is open to the public)

To join this virtual meeting on-line click

here: [https://us02web.zoom.us/webinar/register/WN\\_8HF1fp4OTkOe8pBgW7LSHQ](https://us02web.zoom.us/webinar/register/WN_8HF1fp4OTkOe8pBgW7LSHQ)

To join on telephone, you must register in the URL above, which sends an e-mail to your inbox, and then dial (877) 853-5257 using the *Webinar ID* and *Password* found in the e-mail.

# \* CITY COUNCIL \*

October 6, 2020

1. **CALL TO ORDER AND ROLL CALL** – Mayor Pierce.

2. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

3. **CONSENT CALENDAR**

*Consent Calendar items are typically routine in nature and are considered for approval by one single motion of the City Council. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion or alternative action may request so through the Mayor.*

(a) Approve the minutes of the City Council’s regular meeting of September 1, 2020. (City Clerk) ([View Here](#))

(b) Approve the Financial Demands and Obligations of the City. (Finance) ([View Here](#))

(c) Adopt a Resolution which adds Inclusion as a character pillar to the existing Do The Right Thing program. (Councilmember Wolfe) ([View Here](#))

(d) Adopt a Resolution which establishes “Do The Right Thing” as the City Motto. (Councilmember Wolfe) ([View Here](#))

4. **RECOGNITIONS AND PRESENTATIONS**

(a) Annual Fire District Update (Steve Hill, CCCFPD)

5. **REPORTS**

(a) Planning Commission – Report of September 22, 2020 meeting.

(b) Trails and Landscaping Committee – No meeting held.

(c) City Manager/Staff

(d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

6. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

*Members of the public may address the City Council on items within the Council’s jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor’s discretion. When one’s name is called or you are recognized by the Mayor as wishing to speak, the speaker should approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.*

*Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.*

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

(a) Adopt by Resolution the City of Clayton’s Regency/Rialto Drive Preferential Residential Permit Parking Program. (Police Chief) ([View Here](#))

(b) Consider a Resolution approving a 2-year Memorandum of Agreement (MOA) with the City of Clayton’s Undesignated Miscellaneous Employees Unit effective July1, 2020 through June 30, 2022. (Interim City Manager) ([View Here](#))

9. **COUNCIL ITEMS** – limited to Council requests and directives for future meetings.

10. **CLOSED SESSION**

A. Public Employment/Appointment  
Government Code section 54957  
Title: City Manager

B. Conference with Labor Negotiator  
Government Code section 54957.6  
Agency Designated Representative: Mayor Pierce  
Unrepresented Employee: City Manager

11. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be October 20, 2020.

# # # # #

**MINUTES**  
**OF THE**  
**REGULAR MEETING**  
**CLAYTON CITY COUNCIL**

**Agenda Date:** 10-6-2020

**Agenda Item:** 3a

**TUESDAY, September 15, 2020**

**6:00 P.M.**

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:03 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmember Catalano. Councilmembers absent: Councilmembers Diaz and Wolfe. Staff present: Interim City Manager Fran Robustelli, and City Clerk/HR Manager Janet Calderon.

2. **CLOSED SESSION**

1. Conference with Legal Counsel –Existing Litigation  
Government Code section 54956.9(d)(1)

*Clayton for Responsible Development vs. City of Clayton*  
Contra Costa Superior Court Case No. N20-0543

2. Conference with Labor Negotiator  
Government Code Section 54957.6

Agency designated labor negotiator: Interim City Manager

1. Employee Organization: Miscellaneous City Employees  
(Undesignated Group)

2. Employee Organization: Police Officers' Association  
(Represented Group)

- Short Recess -

\* \* \* \* \*

**7:00 P.M.**

3. **RECALL TO ORDER THE CITY COUNCIL** – The meeting was recalled to order at 7:19 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmembers Catalano, Diaz, and Wolfe. Councilmembers absent: None. Staff present: Interim City Manager Fran Robustelli, Community Development Director Matthew Feske, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

**REPORT OUT OF CLOSED SESSION**

Mayor Pierce reported the City Council completed Item 1 noting Item 2 will be reconvening after the regular meeting. There is no public action to report.

4. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

## 5. CONSENT CALENDAR

Vice Mayor Wan requested Item 5(d) be pulled from the Consent Calendar for separate discussion.

**It was moved by Councilmember Diaz, seconded by Councilmember Catalano, to approve the Consent Calendar items 5(a) – 5(c), and 5(e)-5(f), as submitted. (Passed 5-0; vote).**

- (a) Approved the minutes of the City Council's regular meeting of September 1, 2020.
- (b) Approved the Financial Demands and Obligations of the City.
- (c) Approve the Purchase of Two Electronic Sign Boards for Enhanced COVID 19 Safety Messaging in the amount of \$29,998.53, using Coronavirus Aid, Relief, and Economic Security (CARES) Act grant funds. (Police Chief)
- (e) Adopted Resolution No. 45-2020 authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Per Capita Grant program and execute the grant agreement and all other documents necessary to secure the Prop 68 Per Capita Grant Program Funds in the amount of \$177,952. (Community Development Director)
- (f) Adopted Resolution No. 46-2020 approving a Cooperative Agreement Including Cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to Construct the 2020 Tri-Cities Pavement Preservation Project. (City Engineer)

### Consent Calendar Pulled

- 5(d) Adopted Resolution No. 47-2020 authorizing application for, and receipt of, Local Early Action Planning "LEAP" Grants Program Funds in the amount of \$65,000. (Community Development Director)

Vice Mayor Wan expressed his preference under LEAP section 7 "Eligible Activities", directing staff to exclusively use the grant funds on eligible item 13 (6<sup>th</sup> cycle housing element).

**It was moved by Vice Mayor Wan, seconded by Councilmember Diaz, to approve Consent Calendar Item 5(d), as submitted. (Passed; 5-0 vote).**

## 6. RECOGNITIONS AND PRESENTATIONS – None.

## 7. REPORTS

- (a) Planning Commission –Community Development Director Matthew Feske stated the Commission's agenda at its meeting of September 8, 2020, included selection of Chair and Vice Chair; appointment of Chair Chippero and Vice Chair Denslow. The Commission also approved regular business items.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff

Interim City Manager Fran Robustelli announced there is a new election ballot box located at Clayton Community Library and advised the community there are only 15 days left to complete the 2020 Census.

- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Vice Mayor Wan emailed/called constituents.

Councilmember Wolfe emailed/called constituents, attended the Clayton Speaks webinar as a citizen, and met with Councilmember Catalano regarding topics for the next Public Safety ad-hoc Committee.

Councilmember Catalano attended the Clayton Speaks webinar as a citizen, and worked with Councilmember Wolfe regarding topics for the next Public Safety ad-hoc Committee meeting.

Councilmember Diaz continued in an advisory capacity with Morgan Territory residents regarding fire service issues, attended the Contra Costa Water District Board meeting, attended the Contra Costa County Mayors' Conference, and complimented the Clayton City Council in adopting the Hispanic Heritage month Proclamation.

Mayor Pierce attended Contra Costa County Mayors' Conference, the Administrative and Planning Committee meeting at the Contra Costa Transportation Authority, the Housing Methodology Committee meeting on behalf of Association of Bay Area Governments and Contra Costa, the Regional Planning Committee meeting, and the joint Metropolitan Transportation Commission and Association of Bay Area Governments meeting.

## 8. PUBLIC COMMENT ON NON - AGENDA ITEMS

Mayor Pierce noted that during City elections, it is City Council Policy that candidates for City Council are allowed 3 minutes to introduce themselves and share a few remarks at each City Council meeting if they are in attendance and wish to do so in ballot order each meeting then after rotate ballot order (i.e. the first same will go last at the next meeting, whereas the second name will go first).

The following candidates introduced themselves and provided remarks about their candidacy:

Glenn Miller

Jim Diaz

Tuija Catalano

Peter Cloven

Letecia "Holly" Tillman

Frank Gavidia

Scott Denslow expressed support for continued use of the zoom meeting platform. He also promoted the Clayton Speaks webinar series, thanked the council candidates and offered his support to promote any of their upcoming virtual town hall meetings.

Dee Vieira expressed her concerns of council candidate Frank Gavidia and the meaning of his slogan "Keep Clayton, Clayton".

Dan Hummer thanked the candidates for running for a seat on the Clayton City Council. He also expressed his support for the use of the LEAP grant funds.

Mayor Pierce closed public comment.

9. **PUBLIC HEARINGS** – None.

10. **ACTION ITEMS**

(a) Race Relations - Do The Right Thing add Character Traits of Diversity/Inclusion.

Councilmember Wolfe presented the report and the addition of adding "Inclusion" as a character trait to Do The Right Thing. He also reviewed establishing Do The Right Thing in some manner as a City Motto to city letterhead and emails.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Keith Haydon expressed support of this item.

Scott Denslow expressed support of this item.

Mayor Pierce closed public comment.

**It was moved by Councilmember Wolfe, seconded by Councilmember Catalano, to direct staff to prepare resolutions to be brought back to a future meeting to include the Do The Right Thing character trait of "Inclusion" and a separate resolution adding a City motto on letterhead and emails.  
(Passed; 5-0 vote)**

(b) Consider the option to designate a City Council Voting Delegate and Alternate Delegate to the League of California Cities 2020 Virtual Annual Conference to be held October 7-9, and determine a City voting position, if any, on the one League Conference General Resolution.

City Clerk Janet Calderon presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment; no comments were offered.

**It was moved by Councilmember Wolfe, seconded by Vice Mayor Wan, to have Councilmember Diaz as Voting Delegate and Councilmember Wolfe as Alternate of the City of Clayton attend the Virtual League of California Cities 2020 Annual Conference to be held October 7<sup>th</sup> – October 9<sup>th</sup>, and determined the City voting position against the proposed League Conference General Resolution.  
(Passed; 5-0 vote).**

11. **COUNCIL ITEMS**

Vice Mayor Wan requested a future discussion and adoption of Resolution preserving local control as passed by the City of Lawndale.

12. **CLOSED SESSION**

Mayor Pierce announced the City Council will adjourn back into Closed Session for the following noticed item (8:52 p.m.) after a eight minute break:

- 2. Conference with Labor Negotiator  
Government Code Section 54957.6  
Agency designated labor negotiator: Interim City Manager
  - 1. Employee Organization: Miscellaneous City Employees  
(Undesignated Group)
  - 2. Employee Organization: Police Officers' Association  
(Represented Group)

Report out of Closed Session (9:30 p.m.)  
Mayor Pierce reported there was no reportable action.

13. **ADJOURNMENT**– on call by Mayor Pierce, the City Council adjourned its meeting at 9:31 p.m.

The next regularly scheduled meeting of the City Council will be October 6, 2020.

# # # # #

Respectfully submitted,

\_\_\_\_\_  
Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

\_\_\_\_\_  
Julie Pierce, Mayor

# # # # #



# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN  
**DATE:** 10/06/2020  
**SUBJECT:** FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

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**RECOMMENDATION:**

It is recommended the City Council, by minute motion, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	9/29/2020	\$ 346,847.87
Cash Requirements Report	Payroll, Taxes	9/23/2020	83,443.86
	Total Required		\$ 430,291.73

**Attachments:**

1. Open Invoice Report, dated 9/29/20 (6 pages)
2. Cash Requirements report PPE 9/20/20 (1 page)

# City of Clayton

## Open Invoice Report

### Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>American Fidelity Assurance Company</b>								
American Fidelity Assurance Company	9/20/2020	9/18/2020	2080947	FSA PPE 9/20/20	\$83.07	\$0.00		\$83.07
American Fidelity Assurance Company	9/30/2020	9/30/2020	D205187	Supplemental insurance September 2020	\$583.34	\$0.00		\$583.34
<i>Totals for American Fidelity Assurance Company</i>					<i>\$666.41</i>	<i>\$0.00</i>		<i>\$666.41</i>
<b>AT&amp;T (CalNet3)</b>								
AT&T (CalNet3)	9/22/2020	9/22/2020	15359584	Phones 8/22/20-9/21/20	\$1,218.35	\$0.00		\$1,218.35
<i>Totals for AT&amp;T (CalNet3)</i>					<i>\$1,218.35</i>	<i>\$0.00</i>		<i>\$1,218.35</i>
<b>Bay Area News Group</b>								
Bay Area News Group	8/31/2020	8/31/2020	1262946	Legal Ads August 2020	\$1,548.00	\$0.00		\$1,548.00
<i>Totals for Bay Area News Group</i>					<i>\$1,548.00</i>	<i>\$0.00</i>		<i>\$1,548.00</i>
<b>Best Best &amp; Kreiger LLP</b>								
Best Best & Kreiger LLP	9/20/2020	9/20/2020	886429	Legal services August 2020	\$9,574.00	\$0.00		\$9,574.00
Best Best & Kreiger LLP	9/20/2020	9/20/2020	886432	Suppl Legal services August 2020	\$799.20	\$0.00		\$799.20
Best Best & Kreiger LLP	9/20/2020	9/20/2020	886431	Suppl Legal services August 2020	\$198.49	\$0.00		\$198.49
Best Best & Kreiger LLP	9/20/2020	9/20/2020	886430	Suppl Legal services August 2020	\$6,945.00	\$0.00		\$6,945.00
Best Best & Kreiger LLP	9/20/2020	9/20/2020	879074	Suppl Legal services May 2020	\$15,858.86	\$0.00		\$15,858.86
Best Best & Kreiger LLP	9/20/2020	9/20/2020	881673	Suppl Legal services June 2020	\$13,758.38	\$0.00		\$13,758.38
Best Best & Kreiger LLP	8/11/2020	8/11/2020	883261	Suppl Legal services July 2020	\$22,310.27	\$0.00		\$22,310.27
<i>Totals for Best Best &amp; Kreiger LLP</i>					<i>\$69,444.20</i>	<i>\$0.00</i>		<i>\$69,444.20</i>
<b>Big O Tires</b>								
Big O Tires	9/10/2020	9/10/2020	5011-169833	Lug nuts for F450	\$19.55	\$0.00		\$19.55
<i>Totals for Big O Tires.</i>					<i>\$19.55</i>	<i>\$0.00</i>		<i>\$19.55</i>
<b>Butticci Management Co</b>								
Butticci Management Co	9/18/2020	9/18/2020	1048	Deposit refund	\$14,656.49	\$0.00		\$14,656.49
<i>Totals for Butticci Management Co</i>					<i>\$14,656.49</i>	<i>\$0.00</i>		<i>\$14,656.49</i>
<b>CalPERS Health</b>								
CalPERS Health	10/9/2020	9/14/2020	16181099	Medical October 2020	\$36,957.68	\$0.00		\$36,957.68
<i>Totals for CalPERS Health</i>					<i>\$36,957.68</i>	<i>\$0.00</i>		<i>\$36,957.68</i>
<b>CalPERS Retirement</b>								
CalPERS Retirement	9/23/2020	9/20/2020	092020	Retierment PPE 9/20/20	\$18,519.88	\$0.00		\$18,519.88
CalPERS Retirement	9/28/2020	9/24/2020	CC092420	City Council retirement ending 9/24/20	\$83.10	\$0.00		\$83.10
<i>Totals for CalPERS Retirement</i>					<i>\$18,602.98</i>	<i>\$0.00</i>		<i>\$18,602.98</i>
<b>Caltronics Business Systems, Inc</b>								
Caltronics Business Systems, Inc	9/18/2020	9/18/2020	3105341	Copier contract coverage 8/18/20-9/17/20	\$172.23	\$0.00		\$172.23
<i>Totals for Caltronics Business Systems, Inc</i>					<i>\$172.23</i>	<i>\$0.00</i>		<i>\$172.23</i>

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CCWD	9/3/2020	9/3/2020	C series	Water services 7/3/20-9/1/20	\$32,307.22	\$0.00		\$32,307.22
				<i>Totals for CCWD.</i>	\$32,307.22	\$0.00		\$32,307.22
<b>CERCO Analytical, Inc.</b>								
CERCO Analytical, Inc.	9/1/2020	9/1/2020	2006146	Well water testing	\$595.00	\$0.00		\$595.00
				<i>Totals for CERCO Analytical, Inc.</i>	\$595.00	\$0.00		\$595.00
<b>Cintas Corporation</b>								
Cintas Corporation	9/24/2020	9/24/2020	4062533384	PW uniforms through 9/24/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	7/9/2020	7/9/2020	4055482240	PW uniforms through 7/9/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	9/17/2020	9/17/2020	4061914798	PW uniforms through 9/17/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	9/11/2020	9/11/2020	4061349924	PW uniforms through 9/11/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	9/3/2020	9/3/2020	4060585349	PW uniforms through 9/3/20	\$49.44	\$0.00		\$49.44
				<i>Totals for Cintas Corporation</i>	\$247.20	\$0.00		\$247.20
<b>Comcast Business (PD)</b>								
Comcast Business (PD)	9/1/2020	9/1/2020	106735253	PD internet August 20	\$949.20	\$0.00		\$949.20
				<i>Totals for Comcast Business (PD)</i>	\$949.20	\$0.00		\$949.20
<b>Comcast Business</b>								
Comcast Business	10/1/2020	9/5/2020	090520	Internet 9/10/20-10/9/20	\$386.09	\$0.00		\$386.09
				<i>Totals for Comcast Business</i>	\$386.09	\$0.00		\$386.09
<b>Concord Uniforms</b>								
Concord Uniforms	7/24/2020	7/24/2020	17251	PD uniforms	\$1,566.27	\$0.00		\$1,566.27
Concord Uniforms	7/31/2020	7/31/2020	17267	PD uniforms	\$262.58	\$0.00		\$262.58
Concord Uniforms	8/20/2020	8/20/2020	17338	PD uniforms	\$25.94	\$0.00		\$25.94
				<i>Totals for Concord Uniforms</i>	\$1,854.79	\$0.00		\$1,854.79
<b>Contra Costa County - Office of the Sheriff</b>								
Contra Costa County - Office of the She	9/9/2020	9/9/2020	CLPD-2008	Toxicology August 2020	\$150.00	\$0.00		\$150.00
				<i>Totals for Contra Costa County - Office of the Sherif</i>	\$150.00	\$0.00		\$150.00
<b>Contra Costa County Animal Svcs Dept</b>								
Contra Costa County Animal Svcs Dept	9/1/2020	9/1/2020	ASD M6188	Animal control svcs Q1 FY21	\$19,065.98	\$0.00		\$19,065.98
				<i>Totals for Contra Costa County Animal Svcs Dept</i>	\$19,065.98	\$0.00		\$19,065.98
<b>Contra Costa County Police Chiefs' Assoc.</b>								
Contra Costa County Police Chiefs' Ass	9/22/2020	9/22/2020	20-04	Police Chiefs' Assn dues FY 21	\$775.00	\$0.00		\$775.00
				<i>Totals for Contra Costa County Police Chiefs' Assoc.</i>	\$775.00	\$0.00		\$775.00
<b>CR Fireline, Inc</b>								
CR Fireline, Inc	9/3/2020	9/3/2020	117808	Library Fire sprinkler test	\$925.00	\$0.00		\$925.00
CR Fireline, Inc	9/3/2020	9/3/2020	117806	CH Fire sprinkler test	\$725.00	\$0.00		\$725.00
CR Fireline, Inc	9/3/2020	9/3/2020	117807	EH Fire sprinkler test	\$725.00	\$0.00		\$725.00

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CR Fireline, Inc	9/1/2020	9/1/2020	117792	EH Troubleshoot Fire alarm system	\$475.00	\$0.00		\$475.00
				<i>Totals for CR Fireline, Inc</i>	<u>\$2,850.00</u>	<u>\$0.00</u>		<u>\$2,850.00</u>
<b>Creative Supports Inc</b>								
Creative Supports Inc	8/6/2020	8/6/2020	25967	Arm caps for chair	\$61.38	\$0.00		\$61.38
				<i>Totals for Creative Supports Inc</i>	<u>\$61.38</u>	<u>\$0.00</u>		<u>\$61.38</u>
<b>Dave Bang Associates, Inc of California</b>								
Dave Bang Associates, Inc of California	9/10/2020	9/10/2020	48145	CCP playground replacements	\$1,640.98	\$0.00		\$1,640.98
				<i>Totals for Dave Bang Associates, Inc of California</i>	<u>\$1,640.98</u>	<u>\$0.00</u>		<u>\$1,640.98</u>
<b>Dillon Electric Inc</b>								
Dillon Electric Inc	9/9/2020	9/9/2020	4217	Repair irrigation controller	\$730.00	\$0.00		\$730.00
Dillon Electric Inc	9/9/2020	9/9/2020	4215	Replace knockdown light pole	\$995.00	\$0.00		\$995.00
				<i>Totals for Dillon Electric Inc</i>	<u>\$1,725.00</u>	<u>\$0.00</u>		<u>\$1,725.00</u>
<b>Evans &amp; Son Masonry</b>								
Evans & Son Masonry	9/17/2020	9/17/2020	1420	Repair wall caps	\$1,970.00	\$0.00		\$1,970.00
				<i>Totals for Evans &amp; Son Masonry</i>	<u>\$1,970.00</u>	<u>\$0.00</u>		<u>\$1,970.00</u>
<b>FasTrak Violation Processing</b>								
FasTrak Violation Processing	9/14/2020	9/14/2020	T717067922437	Bridge toll	\$6.00	\$0.00		\$6.00
				<i>Totals for FasTrak Violation Processing</i>	<u>\$6.00</u>	<u>\$0.00</u>		<u>\$6.00</u>
<b>Galaxy Press</b>								
Galaxy Press	9/21/2020	9/21/2020	33624	Business cards & envelopes	\$297.48	\$0.00		\$297.48
				<i>Totals for Galaxy Press.</i>	<u>\$297.48</u>	<u>\$0.00</u>		<u>\$297.48</u>
<b>Geoconsultants, Inc.</b>								
Geoconsultants, Inc.	9/15/2020	9/15/2020	19083	Well monitoring August 2020	\$1,546.50	\$0.00		\$1,546.50
				<i>Totals for Geoconsultants, Inc.</i>	<u>\$1,546.50</u>	<u>\$0.00</u>		<u>\$1,546.50</u>
<b>Globalstar LLC</b>								
Globalstar LLC	9/16/2020	9/16/2020	5846183	Sat phone 9/16/20-10/15/20	\$110.17	\$0.00		\$110.17
				<i>Totals for Globalstar LLC.</i>	<u>\$110.17</u>	<u>\$0.00</u>		<u>\$110.17</u>
<b>Gordon Reese Construction, Inc</b>								
Gordon Reese Construction, Inc	9/16/2020	9/16/2020	CAP0349	C&D Deposit refund	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for Gordon Reese Construction, Inc</i>	<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
<b>Harris &amp; Associates, Inc.</b>								
Harris & Associates, Inc.	9/11/2020	9/11/2020	46073	Engineering svcs 7/26/20-8/22/20	\$14,866.50	\$0.00		\$14,866.50
Harris & Associates, Inc.	9/11/2020	9/11/2020	46071	Engineering svcs 7/26/20-8/22/20	\$10,004.03	\$0.00		\$10,004.03
Harris & Associates, Inc.	9/11/2020	9/11/2020	46072	Engineering inspections 7/26/20-8/22/20	\$2,145.00	\$0.00		\$2,145.00
				<i>Totals for Harris &amp; Associates, Inc.</i>	<u>\$27,015.53</u>	<u>\$0.00</u>		<u>\$27,015.53</u>

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Health Care Dental Trust</b>								
Health Care Dental Trust	9/17/2020	9/17/2020	284436	Dental October 2020	\$2,312.88	\$0.00		\$2,312.88
				<i>Totals for Health Care Dental Trust</i>	<u>\$2,312.88</u>	<u>\$0.00</u>		<u>\$2,312.88</u>
<b>Hinderliter de Llamas \$ Assoc</b>								
Hinderliter de Llamas \$ Assoc	9/11/2020	9/11/2020	SIN003675	Audit svcs - Sales Tax	\$950.00	\$0.00		\$950.00
Hinderliter de Llamas \$ Assoc	9/9/2020	9/9/2020	SIN003292	2019-20 CAFR Statistical Package	\$745.00	\$0.00		\$745.00
				<i>Totals for Hinderliter de Llamas \$ Assoc</i>	<u>\$1,695.00</u>	<u>\$0.00</u>		<u>\$1,695.00</u>
<b>ICMA Retirement Corporation</b>								
ICMA Retirement Corporation	9/20/2020	9/20/2020	092020	457 Plan contributions PPE 9/20/20	\$1,725.00	\$0.00		\$1,725.00
				<i>Totals for ICMA Retirement Corporation</i>	<u>\$1,725.00</u>	<u>\$0.00</u>		<u>\$1,725.00</u>
<b>J&amp;R Floor Services</b>								
J&R Floor Services	9/30/2020	9/30/2020	Nine2020	Janitorial svcs September 2020	\$1,275.00	\$0.00		\$1,275.00
				<i>Totals for J&amp;R Floor Services</i>	<u>\$1,275.00</u>	<u>\$0.00</u>		<u>\$1,275.00</u>
<b>LEHR</b>								
LEHR	9/15/2020	9/15/2020	S150972	Outfit new F-350	\$1,854.10	\$0.00		\$1,854.10
				<i>Totals for LEHR.</i>	<u>\$1,854.10</u>	<u>\$0.00</u>		<u>\$1,854.10</u>
<b>Michael Baker International, Inc</b>								
Michael Baker International, Inc	9/11/2020	9/11/2020	1071846	Professional svcs December 2019	\$4,731.08	\$0.00		\$4,731.08
Michael Baker International, Inc	9/11/2020	9/11/2020	1083041	Professional svcs through 4/17/20	\$2,485.00	\$0.00		\$2,485.00
Michael Baker International, Inc	9/11/2020	9/11/2020	1083042	Professional svcs through 5/3/20	\$210.00	\$0.00		\$210.00
Michael Baker International, Inc	9/11/2020	9/11/2020	1088466	Professional svcs June 2020	\$1,190.00	\$0.00		\$1,190.00
Michael Baker International, Inc	9/11/2020	9/11/2020	1088472	Professional svcs through 6/20/20	\$3,934.00	\$0.00		\$3,934.00
Michael Baker International, Inc	8/6/2020	8/6/2020	1090824	Professional svcs through 8/2/20	\$595.00	\$0.00		\$595.00
Michael Baker International, Inc	8/6/2020	8/6/2020	1090823	Professional svcs through 7/24/20	\$4,760.00	\$0.00		\$4,760.00
Michael Baker International, Inc	9/2/2020	9/2/2020	1093456	Professional svcs August 2020	\$245.00	\$0.00		\$245.00
Michael Baker International, Inc	9/2/2020	9/2/2020	1093459	Professional svcs through 8/25/20	\$6,265.00	\$0.00		\$6,265.00
				<i>Totals for Michael Baker International, Inc</i>	<u>\$24,415.08</u>	<u>\$0.00</u>		<u>\$24,415.08</u>
<b>MPA</b>								
MPA	9/29/2020	9/29/2020	10/2020	Life/LTD October 2020	\$2,089.76	\$0.00		\$2,089.76
				<i>Totals for MPA.</i>	<u>\$2,089.76</u>	<u>\$0.00</u>		<u>\$2,089.76</u>
<b>Mt Diablo Dog Training Club, Inc</b>								
Mt Diablo Dog Training Club, Inc	9/25/2020	9/25/2020	101120	CCP refund	\$304.00	\$0.00		\$304.00
				<i>Totals for Mt Diablo Dog Training Club, Inc</i>	<u>\$304.00</u>	<u>\$0.00</u>		<u>\$304.00</u>
<b>Nationwide</b>								
Nationwide	9/23/2020	9/21/2020	092020	457 Plan contribution PPE 9/20/20	\$500.00	\$0.00		\$500.00
				<i>Totals for Nationwide.</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>NBS Govt. Finance Group</b>								
NBS Govt. Finance Group	9/20/2020	9/20/2020	920000161	CFD admin Q2FY21	\$4,865.41	\$0.00		\$4,865.41
				<i>Totals for NBS Govt. Finance Group</i>	<i>\$4,865.41</i>	<i>\$0.00</i>		<i>\$4,865.41</i>
<b>Pacific Office Automation</b>								
Pacific Office Automation	9/18/2020	9/18/2020	210082	Copier usage 8/20/20-9/19/20	\$62.28	\$0.00		\$62.28
				<i>Totals for Pacific Office Automation</i>	<i>\$62.28</i>	<i>\$0.00</i>		<i>\$62.28</i>
<b>PG&amp;E</b>								
PG&E	9/15/2020	9/15/2020	091520	Energy 8/14/20-9/14/20	\$20,836.41	\$0.00		\$20,836.41
				<i>Totals for PG&amp;E.</i>	<i>\$20,836.41</i>	<i>\$0.00</i>		<i>\$20,836.41</i>
<b>Aman Pohyar</b>								
Aman Pohyar	9/16/2020	9/16/2020	CAP0330	Deposit refund	\$8,568.45	\$0.00		\$8,568.45
				<i>Totals for Aman Pohyar.</i>	<i>\$8,568.45</i>	<i>\$0.00</i>		<i>\$8,568.45</i>
<b>Raney Planning &amp; Management, Inc.</b>								
Raney Planning & Management, Inc.	8/7/2020	8/7/2020	2043E-1	Project Labor July 2020	\$2,068.86	\$0.00		\$2,068.86
Raney Planning & Management, Inc.	9/9/2020	9/9/2020	1752E-10	Project Labor August 2020	\$3,530.00	\$0.00		\$3,530.00
Raney Planning & Management, Inc.	8/7/2020	8/7/2020	1752E-9	Project Labor July 2020	\$1,362.50	\$0.00		\$1,362.50
Raney Planning & Management, Inc.	9/9/2020	9/9/2020	2040E-3	Project Labor August 2020	\$11,648.87	\$0.00		\$11,648.87
Raney Planning & Management, Inc.	8/7/2020	8/7/2020	2040E-2	Project Labor July 2020	\$8,576.36	\$0.00		\$8,576.36
				<i>Totals for Raney Planning &amp; Management, Inc.</i>	<i>\$27,186.59</i>	<i>\$0.00</i>		<i>\$27,186.59</i>
<b>Stericycle Inc</b>								
Stericycle Inc	9/21/2020	9/21/2020	3005257940	Medical waste disposal	\$65.00	\$0.00		\$65.00
				<i>Totals for Stericycle Inc.</i>	<i>\$65.00</i>	<i>\$0.00</i>		<i>\$65.00</i>
<b>Swenson's Mobile Fleet Repair</b>								
Swenson's Mobile Fleet Repair	9/25/2020	9/25/2020	1002103	Service CH generator	\$572.65	\$0.00		\$572.65
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<i>\$572.65</i>	<i>\$0.00</i>		<i>\$572.65</i>
<b>Verizon Wireless</b>								
Verizon Wireless	9/1/2020	9/1/2020	9861881146	Cell phones 8/2/20-9/1/20	\$240.74	\$0.00		\$240.74
				<i>Totals for Verizon Wireless</i>	<i>\$240.74</i>	<i>\$0.00</i>		<i>\$240.74</i>
<b>Wally's Rental Center, Inc.</b>								
Wally's Rental Center, Inc.	8/28/2020	8/28/2020	210405-3	Rental - Pedestal fan	\$103.54	\$0.00		\$103.54
				<i>Totals for Wally's Rental Center, Inc.</i>	<i>\$103.54</i>	<i>\$0.00</i>		<i>\$103.54</i>
<b>Wells Fargo Bank (Trustee Fees)</b>								
Wells Fargo Bank (Trustee Fees)	8/3/2020	8/3/2020	1873118	Admin fee 8/7/20-8/6/21	\$500.00	\$0.00		\$500.00
				<i>Totals for Wells Fargo Bank (Trustee Fees)</i>	<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
<b>Western Exterminator</b>								

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Western Exterminator	8/31/2020	8/31/2020	8389603	Pest control August 2020	\$427.00	\$0.00		\$427.00
				<i>Totals for Western Exterminator</i>	\$427.00	\$0.00		\$427.00
<b>Workers.com</b>								
Workers.com	9/11/2020	9/11/2020	128220	Seasonal workers week end 9/6/20	\$3,690.04	\$0.00		\$3,690.04
Workers.com	9/4/2020	9/4/2020	128184	Seasonal workers week end 8/30/20	\$3,505.53	\$0.00		\$3,505.53
Workers.com	9/18/2020	9/18/2020	128260	Seasonal workers week end 9/13/20	\$2,214.00	\$0.00		\$2,214.00
				<i>Totals for Workers.com.</i>	\$9,409.57	\$0.00		\$9,409.57
				<b>GRAND TOTALS:</b>	<b>\$346,847.87</b>	<b>\$0.00</b>		<b>\$346,847.87</b>

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 09/23/20: \$83,443.86**

**IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.**

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	83,443.86
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	83,443.86
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,002.34
	CASH REQUIRED FOR CHECK DATE 09/23/20	97,446.20

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.**

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
09/22/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	64,053.90	
09/22/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	<b>64,717.40</b>
09/22/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,091.65	<b>2,091.65</b>
09/22/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	<b>75.00</b>
09/23/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		<b>EFT FOR 09/22/20</b>
				Social Security	47.43	
				Medicare	1,333.77	
				Fed Income Tax	9,891.18	
				CA Income Tax	3,906.24	
				<b>Total Withholdings</b>	<b>15,178.62</b>	
				Employer Liabilities		
				Social Security	47.43	
				Medicare	1,333.76	
				<b>Total Liabilities</b>	<b>1,381.19</b>	<b>16,559.81</b>
						<b>EFT FOR 09/23/20</b>
						<b>16,559.81</b>
						<b>TOTAL EFT</b>
						<b>83,443.86</b>



Approved:  
*Fran Robustelli*  
\_\_\_\_\_  
Fran Robustelli  
Interim City Manager

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Laura Hoffmeister, Asst. to the City Manager

**DATE:** October 6, 2020

**SUBJECT:** Adopt a Resolution which adds Inclusion as a character pillar to the existing Do the Right Thing program.

---

## RECOMMENDATION

Adopt the attached Resolution which adds "Inclusion" as a character pillar to the existing Do the Right Thing program.

## BACKGROUND

The City Council established the Do the Right Thing program in September 2010, in conjunction with the principals and Parent Clubs at Mt. Diablo Elementary School, Diablo View Middle School and Clayton Valley High (Charter) School, CBCA Leadership, Clayton Police Department and other community members.

In October 2011 a review of the program occurred and the City Council determined the program was going well, to continue the program indefinitely, and to allow the display of Character Pillar banners on Oak Street/Clayton Road; Oakhurst Blvd., and at the Library/Hoyer Hall, with funding of the banners through resources other than the City of Clayton.

At its September 15, 2020 meeting the City Council considered, and unanimously supported, a proposal by Councilmember Wolfe to add "Inclusion" to the current character pillars, with value points of "Understand differences," "Be a friend," & "Listen without judgment." The Council also supported Inclusion to be during the May/June/July and adjusting "Courage" to be the pillar for August and "Responsibility" will be the pillar in September.

## **DISCUSSION**

Attached is a Resolution which includes the direction by the City Council from the September 15, 2020 meeting and consolidates all of the program and elements into one new Resolution document.

## **FISCAL IMPACTS**

Cost of new graphic logo to include "Inclusion" apx. \$250 and (15) new replacement banners (apx. \$140 ea.) with the updated graphic to include the term "Inclusion", estimated at \$980; for a total of \$2,210. Additional unknown graphic design time may also be needed.

The prior program resolutions stated that "the banners would be funded through resources other than the City of Clayton". This provision is retained in the proposed resolutions. Donations from community organizations provided the current banner funding. There are no funds in the adopted budget for the banners. The 'rainy day fund' could be considered as a source of funding.

## **ATTACHMENTS**

- A. Resolution which adds Inclusion as a character pillar to the existing Do the Right Thing program.

RESOLUTION NO. \_\_ -2020

**A RESOLUTION CONTINUING THE SUPPORT OF  
A CHARACTER INITIATIVE ENTITLED  
“DO THE RIGHT THING” IN THE CLAYTON COMMUNITY**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, educators agree that people do not automatically develop good character and therefore conscientious efforts should be made by families, institutions and individuals to assist young people to develop the essential traits and characteristics that comprise good character, and by extension, good citizenship; and

**WHEREAS**, as part of their lifelong research on effective leadership, authors James Kouzes and Barry Posner surveyed more than 75,000 individuals across all sectors in the world to answer the question, “What do we look for and admire in leaders?”, and the clear and consistent first choice answer has been a character trait (“honesty”) in contrast to knowledge, skills or abilities; and

**WHEREAS**, representatives (both administrators and parent faculty club members) from Mt. Diablo Elementary, Diablo View Middle School and Clayton Valley Charter High School, along with leadership from the Clayton Business and Community Association (CBCA), the Clayton Police Department and other community members have met on several occasions to discuss and formulate an initiative to encourage character development in the community; and

**WHEREAS**, the Clayton City Council and campus administrators of the local public schools for this community recognize that individuals are responsible for their actions and that daily decisions should be based on standards which become the basis for seven (7) valued behaviors identified for a character initiative implemented in the Clayton community, called “Do the Right Thing” – Because It’s the Right Thing to Do namely **Responsibility, Respect, Kindness, Self-discipline, Integrity, Inclusion and Courage**; and

**WHEREAS**, these seven (7) behavioral standards transcend cultural, religious, and socio-economic differences; and

**WHEREAS**, by following these seven character traits in their daily lives, Clayton’s youth and citizens will contribute significantly to the current and future strength of the American society and our local community; and

**WHEREAS**, the Clayton City Council, in partnership with the campus administrators of the three local public schools primarily serving the Clayton community, and with the

leadership of the CBCA, wishes to support the objectives of a character initiative, "Do The Right Thing", to reemphasize the importance of our shared community values.

**WHEREAS**, on September 21, 2010 the City Council did approve Resolution 42-2010 supporting and implementing the initial program with six traits; and

**WHEREAS**, at its meeting on September 20, 2011 the City Council did approve Resolution 49-2011 to continue with the program and to allow display of banners for the character traits funded through resources other than the City of Clayton; and

**WHEREAS**, at its meeting on September 15, 2020 the City Council did approve adding an additional character trait pillar of "Inclusion" for the period of May/June/July, to acknowledge the Clayton community is open-minded and accepting of all people; with the value points of "Understand Differences", "Be a Friend" and "Listen without Judgement"; and moving the character trait pillars of "Courage" to August and "Responsibility" to September.

**WHEREAS**, this resolution shall supersede Resolution No.'s 42-210 and 39-2011.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Clayton, California as follows:

Section 1: The City Council of Clayton, California does herewith pledge its commitment to and support for a seven character trait pillars and associated value points education initiative, entitled "Do The Right Thing", for continued implementation in the Clayton community, as follows:

**Self- discipline – January/February**

- Practicing self-control
- Setting goal and working toward them
- Striving for personal improvement

**Integrity – March/April**

- Being reliable; doing what I say I'll do
- Telling the truth, even when it's not easy
- Building a good reputation

**Inclusion- May/June/July**

- Understand differences
- Be a Friend
- Listen without judgement

**Courage – August**

- Standing for what is right, even if I stand alone
- Resisting negative peer pressure
- Being true to myself

**Responsibility – September**

- Doing what I am supposed to do
- Always doing my best
- Being accountable for my actions

**Respect – October**

- Using good manners, not bad language
- Being considerate, honoring the feelings of others
- Dealing peacefully with anger, insults and disagreements

**Kindness- November/December**

- Being kind to myself, others and the environment
- Helping others in need
- Being forgiving

Section 2: The intent is not to replace teaching of character at home. The intent is to provide a consistent message throughout the community to assist not only our students but all of us to strengthen good character.

Section 3: The character initiative shall be conducted by and through a community-based steering committee comprised of campus administrators, business leaders, and community leaders. The steering committee may voluntarily include interested members of the Clayton City Council and/or its Chief of Police or his/her designee.

Section 4: The City Council does hereby approve and authorize two (2) character trait pillar banners to be displayed at the City's two main banner locations (i.e. on Oakhurst Drive and at the Oak Street exit off Clayton Road) during the month(s) of that character trait to be funded through resources other than the City of Clayton.

Section 5: The City Council does hereby approve and authorize one program banner to be displayed on the exterior of the Clayton Community Library, to be funded through resources other than the City of Clayton.

Section 6: The City Council does hereby approve and authorize one program banner to be displayed in the City Council chambers during Council meetings, to be funded through resources other than the City of Clayton.

Section 7: The City Council does hereby approve and authorize the Do the Right Thing seven character trait pillars with associated description to be included and posted on the City's website.

Section 8: The City Council does hereby approve and authorize the issuance of certificates and recognition of students, such as at City Council meetings, who exhibit the character trait pillars as selected by their school campuses (Mt. Diablo Elementary, Diablo View Middle School and Clayton Valley Charter High School).

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Clayton, California at a regular public meeting thereof held on the 6<sup>th</sup> day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CALIFORNIA

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Julie Pierce, Mayor

ATTEST:

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Janet Calderon, City Clerk



Approved:  
*Fran Robustelli*  
Fran Robustelli  
Interim City Manager

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Laura Hoffmeister, Asst. to the City Manager

**DATE:** October 6, 2020

**SUBJECT:** Adopt a Resolution which establishes “Do the Right Thing” as the City Motto.

---

## **RECOMMENDATION**

Adopt the attached Resolution which establishes as the City Motto --- “Do the Right Thing: Integrity – Responsibility- Inclusion- Courage-Kindness- Self Discipline- Respect: Because it’s the Right thing to Do!”

## **BACKGROUND**

The City Council established the Do the Right Thing program in September 2010, in conjunction with the principals and Parent Clubs at Mt. Diablo Elementary School, Diablo View Middle School and Clayton Valley High (Charter) School, CBCA Leadership, Clayton Police Department and other community members.

In October 2011 a review of the program occurred and the City Council determined the program was going well, to continue the program indefinitely, and to allow the display of Character Pillar banners on Oak Street/Clayton Road; Oakhurst Blvd., and at the Library/Hoyer Hall, with funding of the banners through resources other than the City of Clayton.

At its September 15, 2020 meeting the City Council considered, and unanimously supported, adding “Inclusion” to the current character pillars to the “Do the Right Thing” program, and establishing “Do the Right Thing” as the City Motto; and supported including the Motto on at the bottom of the City letterhead and city emails. Staff can also place in other outreach such as the City Website, Facebook page, other future marketing/outreach materials.

## **DISCUSSION**

Attached is a Resolution which includes the direction by the City Council from the September 15, 2020 meeting. The City Council did support using it on the first page of city letterhead at the bottom of the page, Exhibit "A".

## **FISCAL IMPACTS**

There is not any additional cost of adding the motto to the City letterhead as we will be changing the letterhead after the election with the new councilmembers name and positions.

There is not any cost to include the motto to city emails posting to the City website or posting to City Facebook page.

## **ATTACHMENTS**

- A. Resolution which establishes the City Motto: "Do the Right Thing: Integrity – Responsibility – Inclusion - Courage – Kindness - Self Discipline - Respect: Because it's the Right thing to Do!"

Exhibit A: Letterhead with Motto.

**RESOLUTION NO. \_\_ -2020**

**A RESOLUTION ESTABLISHING A MOTTO FOR THE CITY OF CLAYTON**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, the Clayton City Council has approved character initiative program since 2010, called “Do the Right Thing - It’s the Right Thing to Do” with the character trait pillars of Responsibility, Respect, Kindness, Self-discipline, Integrity, and Courage; and

**WHEREAS**, at its meeting on September 15, 2020 the City Council supported and adding “Inclusion” as a pillar and has formalized this by approving a Resolution at its October 6, 2020 meeting; and

**WHEREAS**, at its meeting on September 15, 2020 the City Council considered and supported a proposal to establish “Do The Right Thing” as the City Motto, and examples of how to include on city letterhead and emails.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Clayton, California as follows:

Section 1: The City Council of Clayton, California does hereby declare “Do The Right Thing: Integrity - Responsibility - Inclusion - Courage - Kindness - Self-Discipline - Respect- Because It’s The Right Thing To Do!” as the official City motto.

Section 2: The motto to be included and on city letterhead as shown in attached Exhibit “A”; and in other ways, such as emails, website, Facebook and other community marketing and outreach materials.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Clayton, California at a regular public meeting thereof held on the 6<sup>th</sup> day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

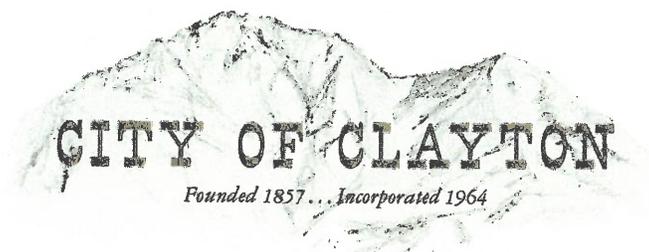
ABSENT:

THE CITY COUNCIL OF CLAYTON, CALIFORNIA

\_\_\_\_\_  
Julie Pierce, Mayor

ATTEST:

\_\_\_\_\_  
Janet Calderon, City Clerk



**EXHIBIT A**

COMMUNITY  
DEVELOPMENT (925) 673-7340  
ENGINEERING (925) 969-8181

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250  
TELEPHONE (925) 673-7300 FAX (925) 672-4917

*City Council*  
JULIE PIERCE, MAYOR  
JEFF WAN, VICE MAYOR  
TUIJA CATALANO, COUNCILMEMBER  
JIM DIAZ, COUNCILMEMBER  
CARL C.W. WOLFE, COUNCILMEMBER

Do The Right Thing  
Integrity-Responsibility- Inclusion-Courage-Kindness-Self-Discipline- Respect  
Because It's The Right Thing To Do!



Approved:

*Fran Robustelli*

Fran Robustelli  
Interim City Manager

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Elise Warren, Chief of Police

**DATE:** October 6, 2020

**SUBJECT:** Adopt by Resolution the City of Clayton's Regency/Rialto Drive Preferential Residential Permit Parking Program

---

## RECOMMENDATION

It is recommended that the City Council adopt by resolution (Attachment A) the proposed permanent Regency/Rialto Preferential Residential Permit Parking Program.

## BACKGROUND

At the June 18, 2019 meeting the City Council approved the City of Clayton's Residential Permit Parking Pilot Program on Regency and Rialto Drives. The duration of the pilot program was initially set for 15 months from the time of its full implementation (October 1, 2019).

On April 21, 2020, Council amended some aspects of the pilot program after receiving complaints from residents about increased problems as a result of the County Public Health Officer Shelter-In-Place order. Amendments included expanding the permit requirements from Saturday/Sunday & Federal Holidays, 8:00am – 6pm, to include all days and times (24 hours/7days per week). The amendment also expanded the boundaries of the program to include the end of Regency Drive, which had previously not been within the permit area.

## DISCUSSION

The pilot permit parking program is working well, both in its original and amended formats. Complaints from residents have greatly reduced regarding parking and quality of life issues since the implementation of the program.

There have been some complaints from neighboring areas, particularly Dana Hills and Weatherly Drive, about impacts this program has caused on their streets. Clayton PD officers have monitored the impacted areas, and while they have seen an increase in vehicle's parking on Mountaire Parkway and Weatherly Drive (and surrounding streets), they have not seen significant negative impacts such as no available street parking.

At the August 18, 2020 City Council meeting, Councilmember Wan requested that staff bring this item back to council prior to November to implement a permanent preferential permit parking program.

On August 21, 2020, I met with the Permit Parking Ad-Hoc committee members (Councilmember's Wan and Wolfe) to discuss implementing a permanent program. We discussed the details of the current program and recommendations for the permanent program. Both Councilmembers indicated they have been in contact with Regency/Rialto Drive residents regarding the permit program, and have gathered their feedback during the pilot program.

On August 28, 2020, I spoke with Regency Drive resident Jeffery Wiener. Mr. Wiener has been the neighborhood spokesperson for the pilot program. He indicated that the residents have been very happy with the pilot program, and they have seen a significant decrease in pedestrian and vehicle traffic. He also stated that the hiking website All Trails, has changed their information regarding Regency Gate, indicating that parking there is restricted to residents only, and directs visitors to use the Mt. Diablo State Park parking lot on So. Mitchell Canyon Drive.

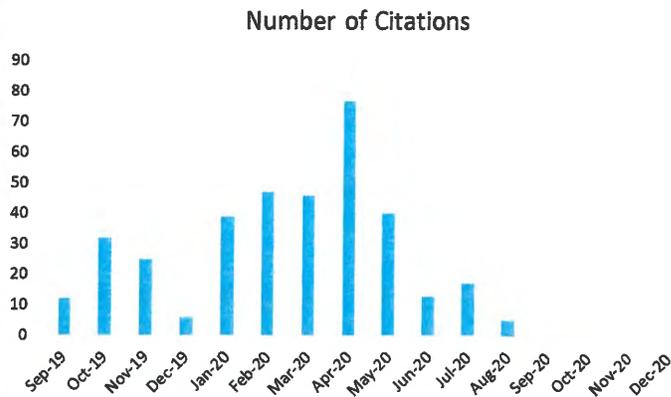
### **PILOT PROGRAM DATA**

- Number of homes purchased permits= 33 out for 45 homes have purchased permits
- Revenue from permit purchase fees:

70 residential @ \$55/permit = \$3,850  
124 guest permits @ \$15/permit = \$1,860  
**Total = \$5,710**

- Number of citations issued by month:

Month	Number of Citations
Sep-19	12
Oct-19	32
Nov-19	25
Dec-19	6
Jan-20	39
Feb-20	47
Mar-20	46
Apr-20	77
May-20	40
Jun-20	13
Jul-20	17
Aug-20	5
Sep-20	
Oct-20	
Nov-20	
Dec-20	
<b>total</b>	<b>359</b>



\*SIP started 3/12/20

\*New restrictions started 4/21/20

- **Revenue from Parking Tickets** (amount received by the city):  
 Average monthly revenue prior to permit program = \$650/month  
 Average monthly revenue after permit program instituted = \$2,000/month\*\*  
**Difference of: = \$1,350/month**  
 \*\* The monthly revenue has started to drop as the number of citations has reduced in the last two months.
- **Cost Summary:**
  - Cost of actual permits = \$1,138.08
  - Cost of Poles + installation = \$24,636.45
  - Office supplies and stamps (approximate) = \$150.00
  - **Total = \$25,774.48**
- **Revenue Summary:**
  - Permit fees: \$5,710.00
  - Ticket fines: \$13,500 (approximately)
  - **Total revenue: \$19,210**
- **Difference between cost and revenue: approximately -\$6,664**

**PERMIT PROGRAM RECOMMENDATIONS** (Permit Program Summary – Exhibit A)

**1. Permit days/times:**

- Initially Sat, Sun and Federal Holidays; 8am – 6pm
- Modified on April 21 to: - 24 hours/day, 7 days per week

**It is recommended that the program keep the modified days/hours of: 7 days per week/24 hours per day.**

- Since modifying the permit days/times, the number of citations have dropped. Having the permit time extended to all days/times has also significantly reduced the amount of traffic in this area.
- Additionally, the global pandemic has changed the nature of when people are using open spaces for recreation. Prior to the pandemic, most people used areas such as Mt. Diablo State Park on the weekends and holidays. Now that more people are working from home, or not working at all, they have the time to use these spaces more frequently, including Monday – Friday, and in the evenings. In April we saw a sharp increase in the use of this area to park at all days and times, as restrictions to indoor recreation were put into place and continue.

**2. Fine amount:**

- The current fine for permit parking violations is \$45

**It is recommended that the fine be increase to \$49.00.**

- This amount is consistent with other City of Clayton parking fines as defined in our Municipal Code 10.38.010. Additionally, it is also consistent with other Contra Costa County permit parking fines, as suggested by California Vehicle Code section 40203.5, which in part states:

*(a) The schedule of parking penalties for parking violations and late payment penalties shall be established by the governing body of the jurisdiction where the notice of violation is issued. **To the extent possible, issuing agencies within the same county shall standardize parking penalties.***

- Our neighboring cities permit parking fines are:

Danville: \$45  
Walnut Creek: \$54  
Lafayette: \$45  
Concord: \$50

### **3. Cost of permits:**

#### **Cost of permit:**

- \$55 for the first annual-resident permit;
- \$15 for any additional resident permit;
- \$15 for each guest permit;
- \$25 Replacement fee
- Fees are not prorated
- Fee may be adjusted annually by Council Resolution in the City Master Fee Schedule.

**It is recommended that the costs of permits remain as stated, but they are to be one-time costs instead of annual costs.**

- The revenue generated from these fees, along with the fines collected, have provided for the city to recover most of the costs associated with this program. Additionally, by keeping these fees as one-time fees, it reduces the administrative and supplies costs to the Police Department.

### **4. Boundaries (Maps – Attachment B)**

#### **Initial boundaries:**

#### **Regency Drive & Rialto Drive Preferential Parking Permit Program areas:**

Regency Drive, North side of the street:

- From the curb return at El Molino Drive to end of the westerly property line of 157 Regency Drive

Regency Drive, South side of the street:

- From the curb return of Rialto Drive to end of the westerly property line of 176 Regency Drive

Rialto Drive, the entire street:

- From Regency Drive to the end, excluding the following areas that are not in front of any residence with are:
  - Curb return at Seminary Ridge to the Curb return at Regency Drive.

#### **Temporary expansion boundaries (April 21 – present):**

Regency Drive, North side of the street:

- From the curb return at El Molino Drive to end of Regency Drive  
Regency Drive, South side of the street:
- From the curb return of Rialto Drive to end of Regency Drive  
Rialto Drive, the entire street – no change
- Excluding the following areas that are not in front of any residence with are:
- Curb return at Seminary Ridge to the Curb return at Regency Drive.

**It is recommended that permit parking boundaries return to the original parameters.**

- This will alleviate some of the spill over parking into other neighborhoods. Allowing parking at the end of Regency Drive will accommodate approximately 12-15 vehicles (depending on size) to park in this area.
- Additionally, it is recommended that rubber parking blocks (Attachment C) be installed at the start/end points at the end of Regency Drive to clearly delineate where permits are required. The current signs are often over-looked by drivers, and most of the citations issued are at these start/stop points (near 157 and 176 Regency Drive). By installing clearly visible rubber parking blocks the need for enforcement will reduce.

### **FISCAL IMPACTS**

Cost of new signs to reflect permits required at all times: approximately: \$750.00.

Cost of sign installation: \$1,000

**Total cost of new signs and installation: \$1,750**

Cost of rubber parking blocks with installation: **Approximately \$2,000**

**Total Cost: Approximately \$3,750**

These costs have not been budgeted, and will need to come from the City's General Fund Reserves, or the rainy-day fund established in the FY 20-21 budget.

### **ATTACHMENTS**

Attachment A: Resolution

Exhibit A: Permit Program Summary

Attachment B: Maps of permit area

Attachment C: Rubber parking block

**CITY RESOLUTION NO. - 2020**

**A RESOLUTION ESTABLISHING A PREFERENTIAL PARKING PERMIT  
PROGRAM FOR A RESTRICTED PARKING DISTRICT ALONG  
PORTIONS OF REGENCY DRIVE AND RIALTO DRIVE**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, California Vehicle Code Section 22507 provides that local authorities may resolve to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

**WHEREAS**, such resolution may include a designation of certain streets upon which preferential parking privileges are given to residents adjacent to the streets for their use and the use of their guests, under which the residents may be issued a permit or permits that exempt them from the prohibition or restriction of the resolution; and

**WHEREAS**, the City Council desires to establish a permanent program to provide preferential parking permits within a defined restricted parking district along Regency Drive and Rialto Drive in the city of Clayton as necessary to provide reasonably available and convenient parking for the benefit of the residents within the proposed district pursuant to the authority granted in California Vehicle Code, Section 22507.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Clayton, California does hereby find, determine and approve as follows:

Section 1. That the above Recitals are true and correct facts pertaining to an important matter of public policy to the City.

Section 2. The City Council of the City of Clayton hereby adopts the permit parking program for the issuance of Preferential Parking Permits within a restricted parking district along Regency Drive and Rialto Drive as further described and set forth in Exhibit A, attached hereto and incorporated herein by reference. The preferential parking designation shall not apply to any specific street within the district until a sign giving adequate notice thereof has been installed on that street.

Section 3. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each and every section, subsection, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be subsequently declared invalid or unconstitutional.

Section 4. This Resolution shall and does take immediate effect from and after its passage and adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Clayton, California at a duly-noticed public meeting thereof held on the 6th day of October 2020 by the following recorded vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

\_\_\_\_\_  
Julie Pierce, Mayor

ATTEST:

\_\_\_\_\_  
Janet Calderon, City Clerk

## Regency/Rialto Drive Preferential Permit Parking Program

### 1. Permit days/times:

- Parking permits required at all times: 7 days per week/24 hours per day

### 2. Fine amount:

- Permit Parking violation fine: \$49.00

### 3. Cost of permits:

#### One-time fees:

- \$55 for the first resident permit;
- \$15 for any additional resident permit;
- \$15 for each guest permit;
- \$25 Replacement fee
- Fees are not prorated
- Fee may be adjusted annually by Council Resolution in the City Master Fee Schedule

### 4. Permit Parking Boundaries

#### **Regency Drive & Rialto Drive Preferential Parking Permit Program areas:**

##### **Regency Drive, North side of the street:**

- From the curb return at El Molino Drive to end of the westerly property line of 157 Regency Drive

##### **Regency Drive, South side of the street:**

- From the curb return of Rialto Drive to end of the westerly property line of 176 Regency Drive

##### **Rialto Drive, the entire street:**

- From Regency Drive to the end, excluding the following areas that are not in front of any residence with are:
  - Curb return at Seminary Ridge to the Curb return at Regency Drive

## Program Details

### Who is eligible:

- Residents living on Regency Drive and Rialto Drive whose dwelling faces the defined preferential permit areas.

### Number of permits allowed:

(Note: Issuance of on-street parking permits implies no City or Program guaranty that on-street parking is available)

- The number of annual residential permits allowable to any eligible resident shall be equal to the number of vehicles that are legally registered in California to the resident at the address in the defined permit area.
- Recreational Vehicles, trailers, boat trailers and Planned Non-Operational (PNO) registered vehicles are not eligible for inclusion in the City of Clayton Preferential Residential Permit Parking Program.
- Guest permits – Up to 8 (eight) per dwelling.
  - Each dwelling within the preferential residential parking permit area which is the holder of one (1) or more valid resident permits shall be eligible to purchase a maximum of eight (8) guest permits per dwelling unit. Guest permits will be valid for the duration of the permit program. Guest permits are to be used by the resident's guest to whom they were issued, and cannot be sold or exchanged for value of any kind. Any guest permit found to be used in violation of this will be revoked in the sole judgment of the City.

### Permits will be available by application:

- Residents must provide all requested information on the application form.
- Residents must provide evidence of residency and vehicle ownership, with the vehicle currently registered to the resident at the address within the defined permit area. The vehicle must be currently insured, and registered with the California Department of Motor Vehicles, and not as a PNO vehicle. Appropriate evidence of residency shall include, but is not limited to, a current vehicle registration, current vehicle insurance, and a current bill providing proof of residency (mortgage statement, utility bill, property tax, etc.)

**Revocation of permit:**

- Permits may be revoked by the Clayton Chief of Police, or her/his designee, upon a determination that:
  - The permit holder has violated the terms of the pilot program.
    - Examples of this include, but are not limited to: selling or monetizing a permit to another person.
  - The permit holder has falsified information on the application.

**Exemptions (per the California Vehicle Code):**

- The following vehicles are exempt from having to display a permit:
  - Emergency Vehicles
  - Vehicles with disabled placards
  - Public Utility vehicles
  - Government vehicles being used in the course of business
  - Service delivery vehicles



Preferential Permit Parking Locations: —————

Non-Permit Parking Locations: —————

Permit Parking Signs to be Placed at Approximately 100 foot Intervals.

Attachment B -1



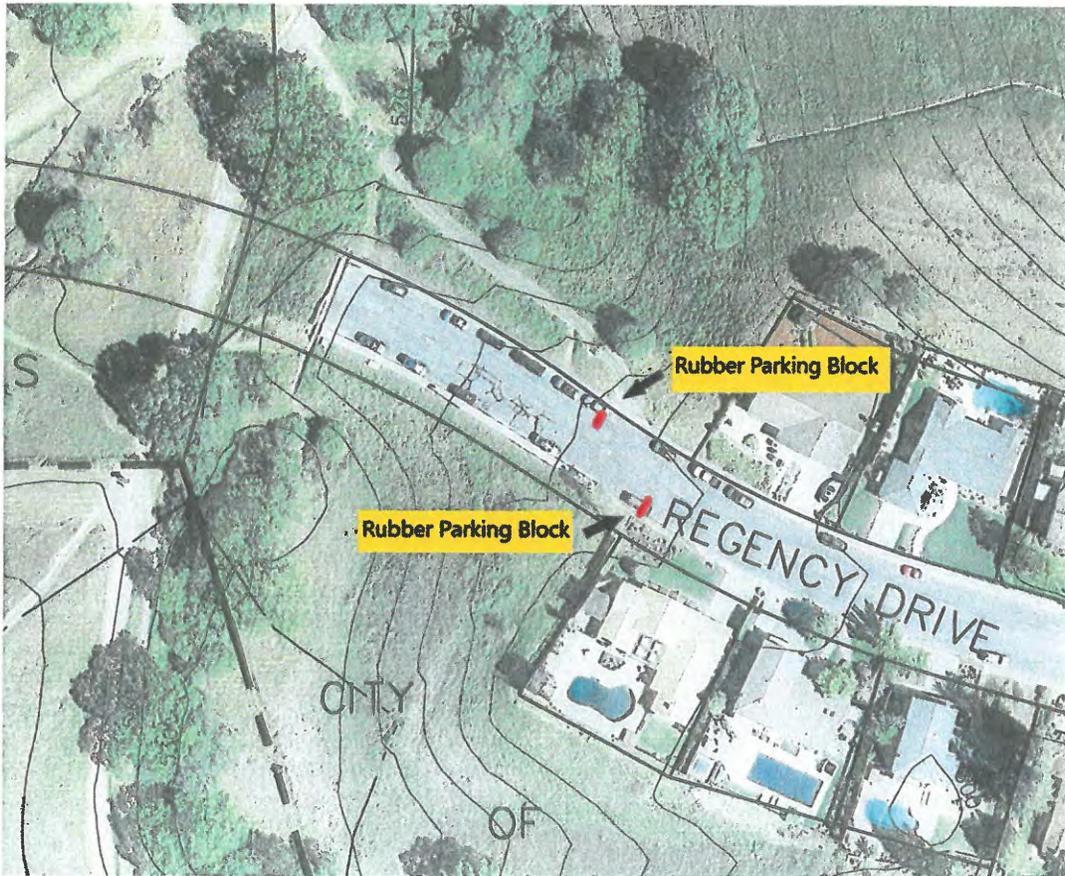
Imagery ©2019 Google, Map data ©2019 Google 260 ft

**Preferential Permit Parking Locations:** \_\_\_\_\_

**Non-Permit Parking Locations:** \_\_\_\_\_

**Permit Parking Signs to be Placed at Approximately 100 foot Intervals.**

# Rubber Parking Block





Agenda Date: 10-6-2020

Agenda Item: 8b

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Fran Robustelli, City Manager

**DATE:** October 6, 2020

**SUBJECT:** Consider a Resolution approving a 2-year Memorandum of Agreement (MOA) with the City of Clayton's Undesignated Miscellaneous Employees Unit effective July 1, 2020 through June 30, 2022.

---

## **RECOMMENDATION**

Adopt a Resolution authorizing and approving a 2-year Memorandum of Agreement (MOA) with the City of Clayton's Undesignated Miscellaneous Employees Unit regarding certain terms and conditions of their employment and compensation with the City of Clayton, effective July 1, 2020 and continuing through June 30, 2022.

## **BACKGROUND**

In June 2019, the City Council approved a 1-year Agreement with the Clayton Undesignated Miscellaneous City Employees Unit ("Unit"). That action was pursuant to California state laws that require a public employer and each of its organized or undesignated collected bargaining units, to meet and confer, over terms and conditions of employment and compensation (ref. *Government Code Section 3500*, et. seq.; also known as the Meyers-Milias-Brown Act). That 1-year agreement expired on June 30, 2020.

The Miscellaneous City Employees Unit comprises sixteen (16) city employees with wide ranges of field disciplines, education, credentials. It includes all City's department heads (including the Chief of Police), City Maintenance personnel, finance, city clerk, human resources, community development/planning, and City Hall and Police Station support staff. It does not include the City Manager.

## **DISCUSSION**

Meet and Confer discussions were delayed due to COVID-19 response demands and a vacant City Manager position. Both parties agreed to the delayed discussions. Upon arrival of an Interim City Manager, discussions commenced shortly thereafter and several meetings occurred to discuss the membership's interest pertaining to continuance of terms and

conditions regarding salary and compensation and benefits with the City. After a mutual exchange of initial proposals and further conversation with its Unit, the Interim City Manager met with the Clayton City Council in a duly noticed closed session at its regular public meetings on August 18, 2020, September 1, 2020, and September 15, 2020 to consider the Unit's proposals and to receive labor negotiations authority.

Subsequent meetings occurred between the parties and shortly thereafter, the representatives informed the City Manager the City's proposed terms and condition had been approved by the Unit for a two (2) year agreement.

The parties have agreed to a two (2) year agreement on the essential terms and conditions of employment covering Fiscal Year 2020-2021 and Fiscal Year 2021-2022. The changes are as follows:

- CPI adjustment of 1.1% and a market adjustment of 1.0% for all members under market (Assistant Planner classification currently above market median) in the unit except the Chief of Police
- CPI adjustment of 1.1% and a market adjustment of 1.9% for the Chief of Police
- CPI adjustment plus 1% in FY 2021-2022 not to exceed 2.25% or be less than 2.0% for all members of the unit
- Implement a 40 hour vacation sell-back program in accordance with IRS regulations (first cash-out will occur in FY 2021-2022)
- Added City Holiday – December 24
- Special Provisions for the Chief of Police
  - \$40/Month Car Allowance Increase
  - Uniform Allowance in accordance with POA MOU Section 7.3
  - 90-Day Severance Clause

Other administrative changes have been made to either align with current labor laws, the City's Employment Handbook, or the City's Personnel System and Guidelines

### **FISCAL IMPACTS**

The two year agreement represents a total projected cost of \$31,615 during FY 2020-2021 and \$66,880 in FY 2021-2022 for the general and enterprise funds. Of those totals, approximately \$24,558 is from the General Fund for the first year and projected \$51,245 for the second year. The remaining costs of approximately \$7,057 for the first year and projected \$15,635 for the second year are charged to other funds such as the Maintenance Landscape District, Gas Tax, Storm Water and the Grove Park District.

For Fiscal Year 2020-2021, \$12,690 and \$3,360 are in addition to amounts already allocated in the approved budget for both the general and enterprise funds respectively. The additional on-going costs will be covered additional projected revenues originally not forecasted in the current budget. Any needed adjustments will be occur during the mid-year budget cycle. The costs associated with this contract for FY 2021-2022 will be included in the upcoming budget development in the spring of 2020.

**ATTACHMENTS**

- A. Resolution approving a 2-Year MOA
  - a. Exhibit-1: Memorandum of Agreement
- B. Red-lined copy of MOU

## RESOLUTION NO. - 2020

**A RESOLUTION APPROVING A TWO (2) YEAR  
MEMORANDUM OF AGREEMENT WITH THE CLAYTON  
UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT  
EFFECTIVE THE FISCAL YEAR OF 2020-2021 THROUGH FISCAL YEAR 2021-2022**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, pursuant to *California Government Code* section 3500, et. seq., the City of Clayton and the Clayton Undesignated Miscellaneous City Employees Unit ("Unit") have a mutual duty under state law to meet and consult in good faith regarding certain matters including, but not limited to, wages, hours, and terms and conditions of employment with the City; and

**WHEREAS**, at its 04 June 2019 regular public meeting, the Clayton City Council adopted Resolution No. approving a one (1) year Memorandum of Agreement (MOA) with the Clayton Undesignated Miscellaneous City Employees Unit setting certain terms and conditions of employment and compensation effective the Fiscal Year 2019 - 2020; and

**WHEREAS**, said MOA to expired on 30 June 2020, authorized representatives of the Unit met with the City's designated labor negotiator (City Manager) to converse on matters of mutual interest to members of this Unit and the employer concerning terms of employment and compensation; and

**WHEREAS**, at its regular public meeting on 18 August 2020, 01 September 2020, and 15 September 2020, the City Council met in a duly-noticed and authorized closed session to consider the proposals of this Unit and to instruct its labor negotiator (City Manager) accordingly; and

**WHEREAS**, each party has duly reviewed and considered respective proposals and offers and the authorized representatives of each party to the aforementioned negotiations have reached mutual agreement to set forth a new two (2) year Memorandum of Agreement (MOA), effective 01 July 2020, that encompasses the full and complete terms and conditions reached between the parties as a result of said good faith negotiations; and

**WHEREAS**, the proposed Memorandum of Agreement (MOA), contained and described in its entirety as "Exhibit 1" attached hereto and incorporated herein by reference to this Resolution, was duly presented to the current membership of the Miscellaneous City Employees Unit, and its authorized Unit representatives did subsequently communicate to the City Manager the Unit's approval of the final negotiated deal points and of its ultimate ratification of the new MOA ("Exhibit 1"), witnessed by the signatures of its authorized Unit representatives therein; and

**WHEREAS**, the City Manager, as the City Council's designated labor negotiator, does herein recommend approval of the proposed one (1) year Memorandum of Agreement as outlined in its entirety as "Exhibit 1" and does represent it is consistent with instructions provided thereof.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Clayton, California does hereby accept, adopt and approve the 2-year Memorandum of Agreement (attached hereto as "Exhibit 1") by and between the City and the Clayton Undesignated Miscellaneous City Employees Unit, for the term thereof effective the Fiscal Year of 2020-2021 and FY 2021-2022, commencing on 01 July 2020 through 30 June 2022, and does hereby authorize and instruct its City Manager to implement the agreed-upon terms and conditions accordingly.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 6<sup>th</sup> day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

---

Julie Pierce, Mayor

ATTEST:

---

Janet Calderon, City Clerk

**TERMS AND CONDITIONS OF EMPLOYMENT FOR THE  
UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT  
EFFECTIVE THE FISCAL YEARS OF 2020-2021, AND 2021-2022**

**ARTICLE 1: PREAMBLE**

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective 01 July 2020 through 30 June 2022.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel System and Guidelines" dated March 1993.

**ARTICLE 2: GROUP DESCRIPTION**

The following job classifications are members of this Unit for purposes of the agreements in this document:

**Job Classifications**

Accounting Technician  
Administrative Assistant/Code Enforcement Officer  
Assistant to the City Manager  
Chief of Police  
City Clerk/HR Manager  
Community Development  
Director Finance Director  
Maintenance Supervisor  
Senior Maintenance Worker  
Maintenance Worker II  
Maintenance Worker I  
Assistant Planner  
Police Administrative Clerk  
Police Office Coordinator

Some classifications are considered "at-will". The City Manager may terminate employment at any time. The classifications in this category include: Chief of Police, Finance Director, Assistant to the City Manager, Community Development Director and City Clerk/HR Manager. Because these positions work at the will of the City Manager, they do not serve a probationary period. This paragraph is declaratory of existing rights and status, as has been previously memorialized in the City's Employee Handbook for many years.

### **ARTICLE 3: PERSONNEL FILES**

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

### **ARTICLE 4: WORK HOURS AND PAYROLL CYCLE**

The work period (hours) for classifications and corresponding compensation in this Unit will be 40 work hours in a 7-day work period, paid bi-weekly every 14 days.

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6 and 8 below.

### **ARTICLE 5: COMPENSATION**

#### Section 5.1 Wages

A. Effective 01 July 2020, the monthly base salary ranges for the following job classifications shall be:

Administration				A	B	C	D	E
Assistant to the City Manager	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$6,910.51	\$7,256.03	\$7,618.84	\$7,999.78	\$8,399.77
			Hourly	\$39.87	\$41.86	\$43.95	\$46.15	\$48.46
			Annually	\$82,926.11	\$87,072.41	\$91,426.04	\$95,997.34	\$100,797.20
City Clerk	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$6,120.93	\$6,426.98	\$6,748.32	\$7,085.74	\$7,440.03
			Hourly	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92
			Annually	\$73,451.14	\$77,123.70	\$80,979.89	\$85,028.88	\$89,280.32
Finance				A	B	C	D	E
Finance Director	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$9,290.17	\$9,754.68	\$10,242.41	\$10,754.53	\$11,292.26
			Hourly	\$53.60	\$56.28	\$59.09	\$62.05	\$65.15
			Annually	\$111,482.04	\$117,056.15	\$122,908.95	\$129,054.40	\$135,507.12
Accounting Technician	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,796.28	\$5,036.10	\$5,287.90	\$5,552.30	\$5,829.91
			Hourly	\$27.67	\$29.05	\$30.51	\$32.03	\$33.63
			Annually	\$57,555.38	\$60,433.15	\$63,454.80	\$66,627.54	\$69,958.92
Office Assistant/Code Officer	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,993.26	\$4,192.92	\$4,402.57	\$4,622.70	\$4,853.83
			Hourly	\$23.04	\$24.19	\$25.40	\$26.67	\$28.00
			Annually	\$47,919.13	\$50,315.09	\$52,830.85	\$55,472.39	\$58,246.01
Maintenance				A	B	C	D	E
Maintenance Supervisor	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$5,833.66	\$6,125.34	\$6,431.61	\$6,753.19	\$7,090.85
			Hourly	\$33.66	\$35.34	\$37.11	\$38.96	\$40.91
			Annually	\$70,003.87	\$73,504.06	\$77,179.27	\$81,038.23	\$85,090.14
Maintenance Senior	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,813.08	\$5,053.74	\$5,306.42	\$5,571.74	\$5,850.33
			Hourly	\$27.77	\$29.16	\$30.61	\$32.14	\$33.75
			Annually	\$57,756.97	\$60,644.82	\$63,677.06	\$66,860.91	\$70,203.96
Maintenance Worker I	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,984.02	\$4,183.22	\$4,392.38	\$4,612.00	\$4,842.60
			Hourly	\$22.98	\$24.13	\$25.34	\$26.61	\$27.94
			Annually	\$47,808.26	\$50,198.67	\$52,708.60	\$55,344.03	\$58,111.24
Maintenance Worker II	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,393.09	\$4,612.75	\$4,843.38	\$5,085.55	\$5,339.83
			Hourly	\$25.34	\$26.61	\$27.94	\$29.34	\$30.81
			Annually	\$52,717.10	\$55,352.95	\$58,120.60	\$61,026.63	\$64,077.96
Planning				A	B	C	D	E
Community Development Director	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$9,290.17	\$9,754.68	\$10,242.41	\$10,754.53	\$11,292.26
			Hourly	\$53.60	\$56.28	\$59.09	\$62.05	\$65.15
			Annually	\$111,482.04	\$117,056.15	\$122,908.95	\$129,054.40	\$135,507.12
Planning Assistant	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$5,995.03	\$6,294.78	\$6,609.52	\$6,940.00	\$7,287.00
			Hourly	\$34.59	\$36.32	\$38.13	\$40.04	\$42.04
			Annually	\$71,940.40	\$75,537.41	\$79,314.29	\$83,280.00	\$87,444.00
Police				A	B	C	D	E
Chief of Police	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$10,079.63	\$10,583.61	\$11,112.79	\$11,668.43	\$12,251.85
			Hourly	\$58.15	\$61.06	\$64.11	\$67.32	\$70.68
			Annually	\$120,955.53	\$127,003.30	\$133,353.47	\$140,021.14	\$147,022.20
Police Administrative Clerk	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,993.26	\$4,192.92	\$4,402.57	\$4,622.70	\$4,853.83
			Hourly	\$23.04	\$24.19	\$25.40	\$26.67	\$28.00
			Annually	\$47,919.13	\$50,315.09	\$52,830.85	\$55,472.39	\$58,246.01
Police Office Coordinator	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,512.37	\$4,737.99	\$4,974.89	\$5,223.63	\$5,484.81
			Hourly	\$26.03	\$27.33	\$28.70	\$30.14	\$31.64
			Annually	\$54,148.42	\$56,855.84	\$59,698.63	\$62,683.57	\$65,817.74

1. Police Chief received a 1.1% CPI and 1.9% Market Adjustment in FY 2020-2021
2. Assistant Planner did not receive any adjustment in FY 2020-2021 due to already above market median
3. All other classifications received a 1.1% CPI and 1.0% Market Adjustment for FY 2020-2021

B. Effective 01 July 2021 the monthly base salary ranges for the job classifications in this unit shall be increased by the San Francisco-Oakland-Hayward, CA, CPI-U April to April 12-month percent changes, all items index, not seasonally adjusted plus a 1% market adjustment. The combined increase shall be no more than 2.25% and no less than 2.0%.

Employees who have not yet reached Step E for their respective classifications may be eligible for a merit step increase once yearly on their annual salary anniversary dates. Eligibility is contingent on above satisfactory evaluation, and such merit step increase must be approved in writing by the City Manager. In no event shall a merit step increase be earned or granted beyond Step E or the expiration date of this Agreement.

**ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL DEATH/  
DISMEMBERMENT INSURANCE**

**Section 6.1 City Contribution to Medical and Dental Insurance Premiums**

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule.

A. The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act). The City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance premium offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in a CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

1. Employee Only enrollment: City pays 100% of the selected Plan premium.
2. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the one (1) Dependent.
3. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% additional premium expense for the Family,

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust):

1. Employee Only enrollment: City pays 100% of the Plan premium.
2. Employee + 1 Dependent: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the 1 Dependent.
3. Employee + Family: City pays 100% of the Plan premium for the

Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to a regularly-scheduled forty (40) hours work week, (e.g. an employee scheduled to work 24 hours per work receives sixty (60) percent of the City's premium contribution).

#### Section 6.2 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

#### Section 6.3 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) on behalf of each employee of this Unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

### **ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM**

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

#### Section 7.1 Tier I "Classic" Existing City Employees as of 30 June 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required Employer CalPERS rate and share for this Miscellaneous Retirement System and all increases in rate thereof during the term of this Agreement, including any costs of administration. In addition, the City shall pay 100% of the current 7% Employee CalPERS fixed rate and share for members of this Miscellaneous Retirement System.

#### Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

### Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 January 2013 that are CalPERS "new" members as defined by statute shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

## **ARTICLE 8: HOLIDAYS AND LEAVES**

### Section 8.1 Eligibility for Paid Leaves

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of bi-weekly regularly scheduled work hours.

### Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following eleven (11) 8-hour days of paid holiday leave each calendar year:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
	Christmas Day

Holidays falling on non-work days will be observed on the nearest regular work day. Non-exempt employees must be in a paid status the day before or day following a paid holiday (or be on a pre-approved paid leave) in order to earn the paid holiday.

### Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be

credited on July 1st of each year and shall be taken at the employee's discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited. Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of City employment.

#### Section 8.4 Vacation Leave

Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

1. Month 1 through Month 24:	6.67 hours per month
2. Month 25 through Month 48:	8.00 hours per month
3. Month 49 through Month 96:	10.00 hours per month
4. Month 97 through Month 180:	13.33 hours per month
5. Month 181 and thereafter:	16.67 hours per month

- B. Vacation leave credit for permanent regular employees working less than a 40- hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.
- C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.
- D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.
- E. Vacation leave may be accrued to a maximum number of hour's equivalent to eighteen (18) times one's current monthly accrual rate.
- F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave.
- G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick leave hours before the end of the fiscal year, at a conversion rate of one (1) hour of accrued vacation into one-half (0.5) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation leave accrual specified in sub-section "A" above at the time of conversion.
- H. An employee may elect to convert 40 hours of accrued vacation leave per calendar year in accordance with the "Leave Sell-Back" Administrative Policy. Election for participation in the program shall occur no later than 60 days prior to the start of the new calendar year. The cash-out period shall generally occur 12 months after the election. At the time of cash out, the employees' vacation leave balance may not fall below 40 hours after participation in this program.
- I. The City Manager may assign FLSA Exempt classifications an accrual rate

commensurate with their experience, not to exceed the maximum accrual rate above.

### Section 8.5 Sick Leave

- A. Paid sick leave is earned at the rate of eight (8) hours for each month worked.  
Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.
- B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.
- C. Unused sick leave shall not be paid off in cash upon separation from City employment.  
The City contracts with CalPers for retirement benefits and is subject to Section 20965 – Credit for Unused Sick Leave.
- D. Up to twenty-four (24) hours of accrued sick leave may be used by an employee to attend a funeral of close family members, with the approval of the City Manager.
- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits or as otherwise required by law.
- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty (240) hours or more of accrued sick leave may be credited, at the employee's written request, with two (2) additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

### Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, FLSA Exempt managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager. Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which it is earned, and unused leave will not be paid in cash or any other form of compensation upon separation from City employment.

## **ARTICLE 9: OVERTIME**

### **Section 9.1 Regular Overtime**

The City will compensate eligible non-exempt employees for each one-quarter hour (0.25) of overtime worked at the rate of one and one-half times (1.5) the employee's regular rate of pay including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of 40 hours per 7-day work period or hours worked in excess of a regularly-scheduled shift (double counting not permitted). Employees working partial or reduced schedules will not be eligible for overtime until their hours worked exceed the regular work hours noted in Article 4. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by their supervisor, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of calculating overtime and compensatory time, all City-paid vacation, sick, or CTO leave shall be considered as hours worked.

### **Section 9.2 Compensatory Time Off**

A maximum of one hundred (100) hours of compensatory time off (CTO) may be accrued by each non-exempt employee of this Unit. Compensatory time off may be approved upon written request of the employee filed at least three (3) days in advance with the appropriate supervisor. Employee requests to utilize accrued CTO time will be granted within a reasonable time of the request unless granting it would unduly disrupt operations. Accrued unused CTO is compensable on separation of City employment.

## **ARTICLE 10: BILINGUAL PAY**

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month. Designated Employees will be required to demonstrate conversational fluency in a language (e.g. Spanish) as determined by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

## **ARTICLE 11: AUTOMOBILE ALLOWANCE**

Certain employees' duties require that each have continuously available transportation for City business or work-related purposes. Each employee position designated below shall provide an operable personal vehicle for use for normal business and personal use. The Employer agrees to provide each designated employee with a monthly automobile allowance as specified below:

<u>Position</u>	<u>Monthly Auto Allowance</u>
Chief of Police	\$400.00
Community Development Director	\$345.00
Assistant to the City Manager	\$345.00

Each employee shall be responsible for all operation expenses, maintenance expenses, repair expenses, replacement cost and insurance for the personal automobile used for this purpose. Employee shall at all times maintain adequate insurance for the automobile and shall inform his/her insurer that the automobile is used for City business and personal purposes. Each employee shall maintain and provide to the City a valid Certificate of Insurance demonstrating comprehensive automobile liability coverage for the vehicle used and naming the City of Clayton as an additional insured on the applicable insurance policy.

**ARTICLE 12: CHIEF OF POLICE PROVISIONS**

The Chief of Police serves as a sworn “at-will” position within this unit. Unique provisions that apply to the Chief of Police classification but not others in this unit are set forth Exhibit A.

**ARTICLE 13: TERM OF AGREEMENT**

Except as indicated herein, this Agreement shall be effective commencing 01 July 2020 and continue up to and through 30 June 2022.

**IN WITNESS THEREOF**, this Agreement is entered into by the following authorized representatives this 30th day of September 2014, pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES (UNIT)

By: \_\_\_\_\_  
, Unit Representative

By: \_\_\_\_\_  
, Unit Representative

CITY OF CLAYTON, CA (CITY)

By: \_\_\_\_\_  
Fran Robustelli, Interim City Manager

## **EXHIBIT A: Benefit Provisions particular to the Chief of Police**

**Uniform Allowance** – A uniform allowance shall be provided in accordance with Section 7.3 of the POA MOU. The current benefit level includes the amount of \$900 per year shall. This amount shall be paid in two equal installments of \$450 per fiscal year. The City shall purchase the initial Chief of Police uniform and the second-half allowance of \$450 in the first year of employment shall be pro-rated based on the time of appointment within the fiscal year.

**In-lieu Health Benefits** – In lieu of enrollment in the City’s Medical and Dental plans, and upon providing proof of coverage, the City will contribute and deposit two-hundred and twenty-five dollars (\$225.00) per month to and into a deferred compensation plan of employees’ choice provide said deferred compensation plan is presently offered by and available through the City. Should the employee elect at any time during City employment to enroll in a City medical or dental plan or if the City employment is terminated, this in-lieu amount ceases on that date of participation or employment event.

**Peace Officers Procedural Bill of Rights** – The City shall observe statutory rights conferred on the Chief of Police in accordance with California law.

**Severance Provisions** – If the Chief of Police is asked to resign or otherwise separated involuntarily, then in exchange for full releases and waivers of all claims (in a form prepared by the City Attorney), the Chief of Police is eligible for and the City Manager may provide the Chief of Police with severance benefits not to exceed three (3) months of salary.

**Retirement Benefits** – The Chief of Police receives the applicable CalPERS local safety retirement plan based on the City’s CalPERS contract and the employee’s membership status as defined by statute.

**TERMS AND CONDITIONS OF EMPLOYMENT FOR  
THE UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT  
EFFECTIVE THE FISCAL YEARS OF ~~201620-201721~~, ~~2017-2018~~ AND  
~~201821-201922~~**

**ARTICLE 1: PREAMBLE**

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective 01 July ~~201620~~ through 30 June ~~201922~~.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel System and Guidelines" dated March 1993.

**ARTICLE 2: GROUP DESCRIPTION**

The following job classifications are members of this Unit for purposes of the agreements in this document:

Job Classifications

Accounting Technician  
Administrative ~~Assistant/Code~~Assistant/Code Enforcement Officer  
Assistant to the City Manager  
Chief of Police  
City Clerk/HR Manager  
Community Development Director  
Finance Director  
Maintenance Supervisor  
Senior Maintenance Worker  
Maintenance Worker II  
Maintenance Worker I  
Assistant Planner  
Police Administrative Clerk  
Police Office Coordinator

Some classifications are considered "at-will". The City Manager may terminate employment at any time. The classifications in this category include: Chief of Police, Finance Director, Assistant to the City Manager, Community Development Director and City Clerk/HR Manager. Because these positions work at the will of the City Manager, they do not serve a probationary period. This paragraph is declaratory of existing rights and status, as has been previously memorialized in the City's Employee Handbook for many years.

**ARTICLE 3: PERSONNEL FILES**

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

**ARTICLE 4: WORK HOURS  
AND PAYROLL CYCLE**

The work period (hours) for classifications and corresponding compensation in this Unit will be ~~40 work hours in a 7-day work period, paid bi-weekly every 14 days. eighty (80) work hours in a bi-weekly (14 day) work period.~~

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6 and 8 below.

**ARTICLE 5: COMPENSATION**

Section 5.1 Wages

A. Effective 01 July 2016~~20~~, the monthly base salary ranges for the following job classifications shall be ~~increased by 6% and become increased by 2.1% (3.0% for Chief of Police) and become:~~

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Technician	<del>4306</del>	<del>4521</del>	<del>4747</del>	<del>4986</del>	<del>5234</del>
Administrative Assistant/ Code Enforcement Officer	<del>3585</del>	<del>3766</del>	<del>3953</del>	<del>4152</del>	<del>4358</del>
Assistant to the City Mgr.	<del>5909</del>	<del>6205</del>	<del>6514</del>	<del>6840</del>	<del>7182</del>
Chief of Police	<del>8544</del>	<del>8971</del>	<del>9420</del>	<del>9891</del>	<del>10385</del>
City Clerk/HR Manager	<del>5496</del>	<del>5769</del>	<del>6058</del>	<del>6362</del>	<del>6680</del>
Community Development Director	<del>7944</del>	<del>8341</del>	<del>8758</del>	<del>9196</del>	<del>9656</del>
Finance <del>Manager</del> <del>8115</del> <del>8521</del>	<del>Director</del>	<del>7010</del>	<del>7361</del>	<del>7729</del>	
Maintenance Supervisor	<del>5238</del>	<del>5500</del>	<del>5775</del>	<del>6064</del>	<del>6367</del>
Maintenance Leader	<del>4320</del>	<del>4536</del>	<del>4763</del>	<del>5002</del>	<del>5252</del>
Maintenance Worker I	<del>3578</del>	<del>3756</del>	<del>3944</del>	<del>4142</del>	<del>4349</del>
Assistant Planner	<del>5496</del>	<del>5769</del>	<del>6058</del>	<del>6362</del>	<del>6680</del>
Police Administrative Clerk	<del>3585</del>	<del>3766</del>	<del>3953</del>	<del>4152</del>	<del>4358</del>

Police Office Coordinator

4050

4253

4465

4689

4924

B. Effective 01 July 2014~~7~~the monthly base salary ranges for the following job classifications in this unit shall be increased by the San Francisco-Oakland-Hayward, CA, CPI-U April to April 12-month percent changes, all items index, not seasonally adjusted plus a 1% market adjustment. The combined increase shall be no more than 2.25% and no less than 2.0%-4% and become:

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<del>Accounting Technician</del>	4124	4330	4546	4774	5012
<del>Administrative Assistant/ Code Enforcement Officer</del>	3434	3606	3786	3976	4173
<del>Assistant to the City Mgr.</del>	5659	5941	6238	6550	6878
<del>Chief of Police</del>	8182	8591	9021	9472	9945
<del>City Clerk/HR Manager</del>	5262	5525	5802	6092	6397
<del>Community Development Director</del>	7607	7987	8387	8806	9246
<del>Finance Manager</del>	6713	7049	7401	7771	8159
<del>Maintenance Supervisor</del>	5016	5267	5530	5806	6097
<del>Maintenance Leader</del>	4137	4344	4562	4790	5030
<del>Maintenance Worker I</del>	3427	3598	3777	3966	4164
<del>Assistant Planner</del>	5262	5525	5802	6092	6397
<del>Police Office Coordinator</del>	3879	4074	4276	4491	4715
<del>Police Administrative Clerk</del>	3434	3605	3786	3976	4173

~~During and expiring at the term of this Agreement, salary advancement for merit or exemplary service of an eligible employee, as recommended by the respective Department Head and approved by the City Manager, is hereby restored effective 01 July 2014. Upon Employees who have not yet reached Step E for their respective classifications may be eligible for a merit step increase once yearly on their annual salary anniversary dates. Eligibility is contingent on [??] above satisfactory evaluation, and such merit step increase must be approved in writing by the City Manager. an eligible employee's next salary anniversary date after 01 July 2014, an eligible and approved employee may receive a one (1) step merit increase in base pay, and a one (1) merit step increase in base pay on one's subsequent salary~~

~~anniversary date thereafter, provided the recommendation and the approval as noted above is obtained and a merit salary step remains available within the employee's classification pay range.~~ In no event shall a merit step increase be earned or granted beyond Step E or the expiration date of this Agreement.

**ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL  
DEATH/DISEMBLEMENT INSURANCE**

**Section 6:1 City Contribution to Medical and Dental Insurance Premiums**

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule.

A. The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act). ~~For the six (6) month time period from 01 July 2014 through 31 December 2014, the City's maximum premium monthly contribution will be in accordance with the premium schedule listed below for an employee's existing medical plan enrollment.~~

~~Commencing 01 January 2015,~~ The City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance premium offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in a CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

1. Employee Only enrollment: City pays 100% of the selected Plan premium.
2. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the 1 Dependent.
3. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% additional premium expense for the Family,

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust):

1. Employee Only enrollment: City pays 100% of the Plan premium.
2. Employee + 1 Dependent: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the 1 Dependent.
3. Employee + Family: City pays 100% of the Plan premium for the Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to a regularly-scheduled forty (40) hours work week. ~~to a maximum of X%~~

(e.g. an employee scheduled to work 24 hours per work receives sixty (60) percent of the City's premium contribution).

~~B. The above City premium cap contributions shall not and do not increase the following non-enrollment plan categories:~~

~~No Enrollment/Unused Benefit (enrollments after 30 June 2010): \$ 0~~

~~No Enrollment/Unused Benefit (enrollments before 30 June 2010): \$ 250.00/mo.~~

~~(Provided proof is submitted to the City that similar medical and dental coverage is available to the employee, is placed and maintained via another qualified third party insurance provider. Ref. Section 6.2).~~

#### Section 6.2 Unused Medical Benefit Account

~~Employees may elect to decline City provided medical and/or dental coverage only in cases when the employee is covered under an alternate third party insurance plan. Proof of insurance is required. For employees authorized to decline City provided medical and/or dental coverage, the City will contribute a monthly amount, up to the maximum monthly premium cap outlined in Section 6.1 above under "No Enrollment", to a City approved deferred compensation plan or to the employee's Unused Medical Benefit account, at the employee's designated option. These members of this Unit whose expense for their enrolled subscription in City secured medical and dental insurance is less than the maximum amounts listed in Section 6.1 may only elect to have said monthly difference placed in their City approved deferred compensation plan or deposited into the employee's Unused Medical Benefit account, at the employee's designated option.~~

~~In order for one to qualify for City contribution toward medical and/or dental insurance coverage, an employee in a classification of this Unit must be permanently scheduled to work a minimum of twenty (20) hours per week. Such "part time" regular employee is then eligible to enroll in the City provided medical and/or dental insurance coverage but the City's maximum contribution for such a part-time regular employee is pro-rated in ratio to the percentage of the number of permanent hours worked per week. For example, if a part-time employee regularly works 32 hours per week (which represents a 0.8 full-time employee), then the individual is eligible to receive a maximum City contribution toward their subscribed medical and/or dental enrollment equal to 80% of the maximum amount specified in Section 6.1.~~

#### Section 6.3 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

#### Section 6.4 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) ~~in-on~~ behalf of each employee of this Unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

### ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

#### Section 7.1 Tier I "Classic" Existing City Employees as of 30 June 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required Employer CalPERS rate and share for this Miscellaneous Retirement System and all increases in rate thereof during the term of this Agreement, including any costs of administration. ~~\_\_\_\_\_~~ In addition, the City shall pay 100% of the current ~~7% Employee~~ ~~7% Employee~~ CalPERS fixed rate and share for members of this Miscellaneous Retirement System.

#### Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. ~~\_\_\_\_\_~~ For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

#### Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or

after 01 January 2013 that are CalPERS “new” members as defined by statute and not a previous member of a CalPERS plan without a 6-

~~month-interruption-of-service~~ shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

## ARTICLE 8: HOLIDAYS AND LEAVES

### Section 8.1 Eligibility for Paid Leaves

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of ~~bi-weekly permanently-regularly~~ scheduled work hours.

### Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following ~~ten-eleven~~ (10) 8-hour days of paid holiday leave each calendar year:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	<u>Christmas Eve</u>
	Christmas Day

Holidays falling on non-work days will be observed on the nearest regular work day. Non-exempt employees must workbe in a paid status the day before or day following a paid holiday (or be on a pre-approved paid leave) in order to earn the paid holiday.

### Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be credited on July 1<sup>st</sup> of each year and shall be taken at the employee's discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30<sup>th</sup>), the remaining hours are forfeited. Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of City employment.

Section 8.4 Vacation Leave

Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay:

A. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

1.	Month 1 through Month 24:	6.67 hours per month
2.	Month 25 through Month 48:	8.00 hours per month
3.	Month 49 through Month 96:	10.00 hours per month
4.	Month 97 through Month 180:	13.33 hours per month
5.	Month 181 and thereafter:	16.67 hours per month

B. Vacation leave credit for permanent regular employees working less than a 40- hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.

C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.

D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.

E. Vacation leave may be accrued to a maximum number of hour's equivalent to eighteen (18) times one's current monthly accrual rate.

F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave. ~~up to one's maximum annual accrual allowed in sub-section "E".~~

G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick leave hours before the end of the fiscal year, at a conversion rate of one (1) hour of accrued vacation into one-half (0.5) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation leave accrual specified in sub-section "A" above at the time of conversion.

H. An employee may elect to convert 40 hours of accrued vacation leave per calendar year in accordance with the "Leave Sell-Back" Administrative Policy. Election for participation in the program shall occur no later than 60 days prior to the start of the new calendar year. The cash-out period shall generally occur 12 months after the election. At the time of cash out, the employees' vacation leave balance may not fall below 40 hours after participation in this program.

I. The City Manager may assign FLSA Exempt classifications an accrual rate commensurate with their experience, not to exceed the maximum accrual rate above.

### Section 8.5 Sick Leave

A. Paid sick leave is earned at the rate of eight (8) hours for each month worked.

Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.

B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.

- C. Unused sick leave shall not be paid off in cash ~~or in any other form of compensation~~ upon separation from City employment. The City contracts with CalPers for retirement benefits and is subject to Section 20965 – Credit for Unused Sick Leave.
- D. Up to twenty-four (24) hours of accrued sick leave may be used by an employee to attend a funeral of close family members, with the approval of the City Manager.

- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits or as otherwise required by law.
- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty (240) hours or more of accrued sick leave may be credited, at the employee's written request, with two (2) additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

#### Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, ~~department-FLSA Exempt~~ managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager. Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which it is earned, and unused leave will not be paid in cash or any other form of compensation upon separation from City employment.

#### Section 8.7 Work Furlough Days

~~The two (2) work furlough days carried forward into FY 2014-15, for which employee pay has been reduced since 01 July 2014 through the current payperiod and for which employees in this Unit did not take unpaid time off from work, are hereby eliminated and the corresponding employee compensation is restored retroactive to 01 July 2014.~~

### ARTICLE 9: OVERTIME

#### Section 9.1 Regular Overtime

The City will compensate eligible ~~regular non-management~~ non-exempt employees for each one-quarter hour (0.25) of overtime worked at the rate of one and one-half times (1.5) the employee's ~~base regular hourly rate of pay~~ including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of 40 hours per 7-day

work period ~~eighty (80) hours per pay period~~, or hours worked in excess of a regularly-scheduled shift (double counting not permitted). Employees working partial

or reduced schedules will not be eligible for overtime until their hours worked exceed the regular work hours noted in Article 4. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by their supervisor, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of calculating overtime and compensatory time, all City-paid vacation, sick, or CTO or management leave shall be considered as hours worked.

#### Section 9.2 Compensatory Time Off

A maximum of one hundred (100) hours of compensatory time off (CTO) may be accrued by each eligible non-exempt employee of this Unit, ~~except when additional hours are approved by the City Manager for a recognized or specific operational need or situation. Whenever possible and in the discretion of one's supervisor, overtime shall be compensated with compensatory time off.~~ Compensatory time off may be used approved by upon written request of the employee filed at least three (3) days in advance with the appropriate supervisor. Employee requests to utilize accrued CTO time will be granted within a reasonable time of the request unless granting it would unduly disrupt of operations. Management will make every effort to comply with time off requests of the employee and shall not arbitrarily assign employees to compensatory time off. Accrued unused CTO is compensable on separation of City employment.

#### ARTICLE 10: BILINGUAL PAY

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month. Designated Employees will be required to demonstrate conversational fluency in a language (e.g. Spanish) as determined by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

#### ARTICLE 11: AUTOMOBILE ALLOWANCE

Certain employees' duties require that each have continuously available transportation for City business or work-related purposes. Each employee position designated below shall provide an operable personal vehicle for use for normal business and personal use. The Employer agrees to provide each designated employee with a monthly automobile allowance

as specified below:

<u>Position</u>	<u>Monthly Auto Allowance</u>
Chief of Police	\$ <del>370</del> 400.00
Community Development Director	\$345.00
Assistant to the City Manager	\$345.00

Each employee shall be responsible for all operation expenses, maintenance expenses, repair expenses, replacement cost and insurance for the personal automobile used for this purpose. Employee shall at all times maintain adequate insurance for the automobile and shall inform his/her insurer that the automobile is used for City business and personal purposes. Each employee shall maintain and provide to the City a valid Certificate of Insurance demonstrating comprehensive automobile liability coverage for the vehicle used and naming the City of Clayton as an additional insured on the applicable insurance policy.

**ARTICLE 12: CHIEF OF POLICE MISCELLANEOUS PROVISIONS**

~~The Chief of Police serves as a sworn "at-will" position within the miscellaneous this unit. Other Unique miscellaneous provisions that apply to the Chief of Police position classification shall be provided in accordance with but not others in this unit are set forth Exhibit A.~~

~~**ARTICLE 12: LONGEVITY PAY**~~

~~Currently employed members of this Unit who on or before 01 August 2014 have fifteen (15) years or more of consecutive years of employment with the City and are at Step E of their respective salary range shall receive a one percent (1%) longevity pay increase retroactive to 01 August 2014 and an additional one percent (1%) longevity pay increase effective 01 July 2015.~~

~~Because the longevity pay provision is particular to a tenured employee and is not aligned with job classification(s), the longevity pay increase is not considered part of one's base salary classification pay but will be added to a qualifying employee's bi-weekly paycheck. This longevity pays provision sunsets on 01 July 2016 unless mutually approved for continuance by both parties.~~

**ARTICLE 13: TERM OF AGREEMENT**

Except as indicated herein, this Agreement shall be effective commencing 01 July 2014~~20~~ and continue up to and through 30 June 2016~~22~~.

IN WITNESS THEREOF, this Agreement is entered into by the following authorized representatives this 30th day of September 2014, pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES (UNIT)

By: \_\_\_\_\_  
\_\_\_\_\_, Unit Representative

By: \_\_\_\_\_  
\_\_\_\_\_, Unit Representative

CITY OF CLAYTON, CA (CITY)

By: \_\_\_\_\_  
Fran Robustelli, Interim City Manager

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**EXHIBIT A: Benefit Provisions particular to the Chief of Police**

**Uniform Allowance** – A uniform allowance shall be provided in accordance with Section 7.3 of the POA MOU. The current benefit level includes the amount of \$900 per year shall. This amount shall be paid in two equal installments of \$450 per fiscal year. The City shall purchase the initial Chief of Police uniform and the second-half allowance of \$450 in the first year of employment shall be pro-rated based on the time of appointment within the fiscal year.

**In-lieu Health Benefits** – In lieu of enrollment in the City’s Medical and Dental plans, and upon providing proof of coverage, the City will contribute and deposit two-hundred and twenty-five dollars (\$225.00) per month to and into a deferred compensation plan of employees’ choice provide said deferred compensation plan is presently offered by and available through the City. Should the employee elect at any time during City employment to enroll in a City medical or dental plan or if the City employment is terminated, this in-lieu amount ceases on that date of participation or employment event.

**Peace Officers Procedural Bill of Rights**. The City shall observe statutory rights conferred on the Chief of Police in accordance with California law.

**Severance Provisions** – ~~The~~ If the Chief of Police is asked to resign or otherwise separated involuntarily, then in exchange for full releases and waivers of all claims (in a form prepared by the City Attorney), the Chief of Police is eligible for and the City Manager may provide the Chief of Police with severance benefits not to exceed three (3) months of salary.

**Retirement Benefits** – The Chief of Police receives the applicable CalPERS local safety retirement plan based on the City’s CalPERS contract and the employee’s membership status as defined by statute.

~~IN WITNESS THEREOF, this Agreement is entered into by the following authorized representatives this 30th day of September 2014, pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.~~

~~CLAYTON UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES (UNIT)~~

By: \_\_\_\_\_  
\_\_\_\_\_, Unit Representative

By: \_\_\_\_\_  
\_\_\_\_\_, Unit Representative

~~CITY OF CLAYTON, CA (CITY)~~

By: \_\_\_\_\_  
\_\_\_\_\_, Interim City Manager

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